

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

May 24, 2022

Advice 6605-E

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: 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 advice letter in compliance with Ordering Paragraph (“OP”) 2 of Decision (D.) 20-08-043, which orders PG&E to offer amendments, consistent with D.20-08-043, to existing contracts for projects that are not yet operational and file 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.¹

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 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.”

¹ D.20-08-043, p. 63

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. As instructed by D.20-08-043, this Tier 2 advice letter is submitted with contract amendments for projects that are not yet operational.

Contract Amendments For Projects Not Yet Operational

OP 1 of D.20-08-043 ordered PG&E to submit a Tier 2 Advice Letter with the modified tariff and PPA to revise the BioMAT program in accordance with the decision. As instructed, PG&E submitted AL 5974-E and AL 5974-E-A with the modified PPA and tariff to implement the program changes ordered. The Commission issued a non-standard disposition letter for AL 5974-E and AL 5974-E-A on January 22, 2021. OP 2 of D.20-08-043 orders PG&E to offer amendments to existing contracts for projects that are not yet operational no later than the first business day of the month after the Advice Letter ordered in OP 1 is approved.

In compliance with OP 2, on February 1, 2021 PG&E sent a message to 10 projects with existing contracts not yet operational, asking if they would like to keep the existing terms or pursue an amendment and complete a template indicating which changes from D.20-08-043 are desired for the amendment. PG&E set a deadline of Feb 16, 2021 for responses and sent courtesy reminders. PG&E received responses from all 10 projects, prepared amendments in accordance with their selections, and executed the amendments as summarized below in Table 1.

Table 1: Summary of Amendments (Round 1)

Seller Name	Project Name	Amendment Execution Date
North Fork Community Power, LLC	North Fork Community Power	6/10/2021
Blue Mountain Electric Company LLC	Blue Mountain Electric Company	6/1/2021
Hat Creek Bioenergy, LLC	Hat Creek Bioenergy, LLC	6/3/2021
Madera DP 2, LLC	Diamond H Dairy Power	4/15/2021
WOF CA LBH Project LLC	Lisa Boone Harris	6/30/2021
PatMar Land Co., LLC	RuAnn Dairy Digester BioMAT	5/6/2021
ACC Renewable Resources, LLC	Abel Road Bioenergy	4/13/2021
CarriereTech Energy Partners, LLC	Carriere Family Farms - .990 MW	5/10/2021
Collins Pine Company	Collins Small Bioenergy	5/3/2021
West Coast Waste Co., Inc	WCW Generator 1	6/11/2021

Upon completion of the amendments, PG&E identified a correction needed in the form BioMAT PPA, and on August 31, 2021 PG&E submitted AL 6311-E to correct the PPA. The Commission issued a disposition letter accepting the advice letter on September 23, 2021. PG&E offered a second amendment, incorporating these corrections for existing projects not yet operational and executed 6 amendments as summarized below in Table 2.

Table 2: Summary of Amendments (Round 2)

Seller Name	Project Name	Amendment Execution Date
Combined Solar Technologies, Inc.	Tracy Desalination Project	10/21/2021
Blue Mountain Electric Company LLC	Blue Mountain Electric Company	11/3/2021
Hat Creek Bioenergy, LLC	Hat Creek Bioenergy, LLC	11/2/2021
PatMar Land Co., LLC	RuAnn Dairy Digester BioMAT	11/8/2021
ACC Renewable Resources, LLC	Abel Road Bioenergy	10/26/2021
West Coast Waste Co., Inc	WCW Generator 1	11/15/2021

Combined Solar Technologies, Inc. (“Combined Solar”) does not appear in Table 1 but does appear in Table 2. For context, Combined Solar executed a BioMAT PPA on 3/16/2021 which included all the updates from the BioMAT program review. As such no amendment was required initially. After filing AL 6311-E to make corrections to the standard PPA, PG&E offered a first amendment to Combined Solar to pull the corrections into their PPA as well.

North Fork Community Power, LLC (“North Fork”), Madera DP 2, LLC (“Madera”), WOF CA LBH Project LLC (“WOF CA LBH”), CarriereTech Energy Partners, LLC (“Carriere”), and Collins Pine Company (“Collins”) appear in Table 1 but do not appear in Table 2.

North Fork responded initially but ultimately did not sign the second amendment. WOF CA LBH and Carriere declined the second amendment and have since terminated their BioMAT contracts with PG&E. Madera declared their Commercial Operation Date ("COD"), on 10/1/2021 which made the second amendment unnecessary as the second amendment was executed to correct provisions relating to COD. Similarly, Collins did not select an extended Guaranteed Commercial Operation Date as part of their first amendment and declared COD on 8/30/2021, which made the second amendment unnecessary.

Attachments

The 16 amendments are attached to this advice letter as summarized in Table 1 and 2 above and listed below.

1. First Amendment with North Fork Community Power, LLC
2. First Amendment with Blue Mountain Electric Company LLC
3. First Amendment with Hat Creek Bioenergy, LLC
4. First Amendment with Madera DP 2, LLC
5. First Amendment with WOF CA LBH Project LLC
6. First Amendment with PatMar Land Co., LLC
7. First Amendment with ACC Renewable Resources, LLC
8. First Amendment with CarriereTech Energy Partners, LLC
9. First Amendment with Collins Pine Company
10. First Amendment with West Coast Waste Co., Inc
11. First Amendment with Combined Solar Technologies, Inc.
12. Second Amendment with Blue Mountain Electric Company, LLC
13. Second Amendment with Hat Creek Bioenergy, LLC
14. Second Amendment with PatMar Land Co., LLC
15. Second Amendment with ACC Renewable Resources, LLC
16. Second Amendment with West Coast Waste Co., Inc

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 June 13, 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, June 23, 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/>.

/S/

Sidney Bob Dietz II
Director, Regulatory Relations

Attachments

cc: Service List R.18-07-003



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

Tier Designation: 2

Subject of AL: 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: 6/23/22

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 proposed¹: N/A

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

¹Discuss 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

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
May 24, 2022

Attachment 1

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

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

THIS FIRST AMENDMENT (“First 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 First Amendment shall become effective as of the First 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 (as may be amended from time to time, 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 is interested in entering into an 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 First Amendment in order 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 First 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) ~~twenty-four (24)~~ months after the Execution Date; provided that the Guaranteed Commercial

Operation Date may be extended to no later than the date that is ~~thirty (30)~~ forty-two (42) months after the Execution Date for the following reasons (“Permitted Extensions”):”

2. Section 2.2 entitled Contract Quantity shall be deleted in its entirety and replaced with the following:

“2.2. Contract Quantity. The “Contract Quantity” during each Contract Year is the amount set forth for the applicable Contract Year in the “Delivery Term Contract Quantity Schedule”, set forth in the Cover Sheet, which amount is net of Station Use, and, for Excess Sale arrangements, Site Host Load.

2.2.1. One-Time and Annual Option to Decrease Contract Quantity. Seller shall have the option to decrease the Contract Quantity for any or all future Contract Years as provided herein: (a) one (1) time during the Delivery Term if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity by providing Notice to Buyer of such decrease within ten (10) Business Days of Buyer’s Notice of such adjustment to the Contract Capacity or the date of the Engineer Report, as applicable; and (b) one (1) time each Contract Year by providing Notice to the Buyer of such decrease at least ninety (90) days prior to the start of the Contract Year for which the decrease applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

2.2.2. One-Time Option to Increase Contract Quantity. Seller shall have a one (1) time option to be exercised only during either Contract Year 1 or Contract Year 2 of the Delivery Term to increase the Contract Quantity for any or all future Contract Years by providing Notice to Buyer of such increase at least ninety (90) days prior to the start of the Contract Year for which the increase applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

Such Seller Notices with respect to the decrease or increase in the Contract Quantity pursuant to Section 2.2.1 or 2.2.2 shall contain an updated Delivery Term Contract Quantity Schedule and confirmation that Seller shall take action to update its forecasting Schedules pursuant to Appendix D.”

3. Section 5.14 entitled Modifications to Facility shall be deleted in its entirety and replaced with the following:

“5.14. Modifications to Facility. From the Execution Date and throughout the Delivery Term, Seller shall not repower or materially modify or alter the Facility without the written consent of Buyer, which written consent is at Buyer’s sole discretion. Material modifications or alterations include, but are not limited to, (a) movement of the Site, (b) changes that may increase or decrease the expected output of the Facility (other than the following, each as provided in Section 2.2 above, the one (1) time decrease to Contract Quantity if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity, the one (1) time increase to Contract Quantity, and the annual option to decrease Contract Quantity), (c) changes that may affect the generation profile of the Facility, (d) changes that may affect the ability to accurately measure the output of Product from the Facility, (e) changes to the Fuel Use description provided in Section B(xi) of the Cover Sheet, or a change to the selection as to whether the Facility will use fuel for Station Use that is not from a Fuel Resource Category provided in Section B(xii) of the Cover Sheet, and (f) changes that conflict with elections, information or requirements specified

elsewhere in this Agreement (other than, to the extent not covered by clauses (a) through (e) in this Section 5.14, as specified in the Cover Sheet). Material modifications or alterations do not include maintenance and repairs performed in accordance with Prudent Electrical Practices. Seller shall provide to Buyer Notice not less than ninety (90) days before any proposed repowering, modification or alteration occurs describing the repowering, modification or alteration to Buyer's reasonable satisfaction and, if subject to Buyer's consent pursuant to this Section 5.14, seeking Buyer's written consent."

4. Section 11.1 entitled General shall be amended by adding the following to the end of such Section directly after the equation:

"Notwithstanding the foregoing, for the first two (2) consecutive Contract Years of the Delivery Term, the Guaranteed Energy Production shall be calculated by replacing "one hundred eighty percent (180%)" with "one hundred forty percent (140%)" and "180%" with "140%" in this Section 11.1.

For the avoidance of doubt, the second Performance Measurement Period (Contract Year 2 and 3) and subsequent Performance Measurement Periods for the remainder of the Delivery Term, the Guaranteed Energy Production shall be calculated by the following formula:

$$\text{Guaranteed Energy Production} = 180\% \times \text{average of the Contract Quantity over the Performance Measurement Period in MWh} \times [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]$$

5. Section 14.2.1 entitled Determining Seller's Liability for Forecasting Penalties shall be amended by adding the following to the end of such Section:

"Notwithstanding the foregoing sentence, the Seller shall not be liable for the Forecasting Penalty during Contract Year 1."

II. Effectiveness. This First Amendment shall become effective as of the latest signature date below ("First Amendment Effective Date").

III. Miscellaneous

(1) Entire Agreement. This First 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 First 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 First Amendment, the terms of the First Amendment shall control. From and after the First 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 First Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this First Amendment.

(4) Governing Law; Dispute Resolution; Release of Information. This First 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 First 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 First 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 First Amendment. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this First 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 First Amendment or the Agreement.

(6) Successors and Assigns. This First 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 First Amendment shall be given in accordance with the terms of the Agreement.

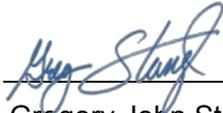
(8) Counterparts; Electronic Signatures. The First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by electronic mail (including pdf or any electronic signature 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 First Amendment to be duly executed by its authorized representative as of the dates provided below: By signing this First 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: 
Name: Gregory John Stangl
Title: Managing Member
Date: 10 June 2021

Signature: 
Name: Don Howerton
Title: Director, Structured Energy Transactions
Date: June 10, 2021

Advice 6605-E
May 24, 2022

Attachment 2

**First Amendment with Blue Mountain Electric Company
LLC**

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

THIS FIRST AMENDMENT (“First 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 First Amendment shall become effective as of the First 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 (as may be amended from time to time, the “Agreement”) (PG&E Log No. 33R436BIO), and under which the Parties by this First Amendment wish to correct an inadvertent typographical error in the Seller name in the original Agreement; 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 is interested in entering into an 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 First Amendment in order 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 First 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. All occurrences of the Seller name in the Agreement shall be revised to remove the comma, such that the Seller name is revised from “Blue Mountain Electric Company, LLC” to “Blue Mountain Electric Company LLC.”
 2. 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) ~~twenty-four (24)~~ months after the Execution Date; provided that the Guaranteed Commercial Operation Date may be extended to no later than the date that is forty-two (42) ~~thirty (30)~~ months after the Execution Date for the following reasons (“Permitted Extensions”):”

3. Section 2.2 entitled Contract Quantity shall be deleted in its entirety and replaced with the following:

“2.2. Contract Quantity. The “Contract Quantity” during each Contract Year is the amount set forth for the applicable Contract Year in the “Delivery Term Contract Quantity Schedule”, set forth in the Cover Sheet, which amount is net of Station Use, and, for Excess Sale arrangements, Site Host Load.

2.2.1. One-Time and Annual Option to Decrease Contract Quantity. Seller shall have the option to decrease the Contract Quantity for any or all future Contract Years as provided herein: (a) one (1) time during the Delivery Term if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity by providing Notice to Buyer of such decrease within ten (10) Business Days of Buyer’s Notice of such adjustment to the Contract Capacity or the date of the Engineer Report, as applicable; and (b) one (1) time each Contract Year by providing Notice to the Buyer of such decrease at least ninety (90) days prior to the start of the Contract Year for which the decrease applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

2.2.2. One-Time Option to Increase Contract Quantity. Seller shall have a one (1) time option to be exercised only during either Contract Year 1 or Contract Year 2 of the Delivery Term to increase the Contract Quantity for any or all future Contract Years by providing Notice to Buyer of such increase at least ninety (90) days prior to the start of the Contract Year for which the increase applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

Such Seller Notices with respect to the decrease or increase in the Contract Quantity pursuant to Section 2.2.1 or 2.2.2 shall contain an updated Delivery Term Contract Quantity Schedule and confirmation that Seller shall take action to update its forecasting Schedules pursuant to Appendix D.”

4. Section 5.14 entitled Modifications to Facility shall be deleted in its entirety and replaced with the following:

“5.14. Modifications to Facility. From the Execution Date and throughout the Delivery Term, Seller shall not repower or materially modify or alter the Facility without the written consent of Buyer, which written consent is at Buyer’s sole discretion. Material modifications or alterations include, but are not limited to, (a) movement of the Site, (b) changes that may increase or decrease the expected output of the Facility (other than the following, each as provided in Section 2.2 above, the one (1) time decrease to Contract Quantity if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity, the one (1) time increase to Contract Quantity, and the annual option to decrease Contract Quantity), (c) changes that may affect the generation profile of the Facility, (d) changes that may affect the ability to accurately measure the output of Product from the Facility, (e) changes to the Fuel Use description provided in Section

B(xi) of the Cover Sheet, or a change to the selection as to whether the Facility will use fuel for Station Use that is not from a Fuel Resource Category provided in Section B(xii) of the Cover Sheet, and (f) changes that conflict with elections, information or requirements specified elsewhere in this Agreement (other than, to the extent not covered by clauses (a) through (e) in this Section 5.14, as specified in the Cover Sheet). Material modifications or alterations do not include maintenance and repairs performed in accordance with Prudent Electrical Practices. Seller shall provide to Buyer Notice not less than ninety (90) days before any proposed repowering, modification or alteration occurs describing the repowering, modification or alteration to Buyer's reasonable satisfaction and, if subject to Buyer's consent pursuant to this Section 5.14, seeking Buyer's written consent."

5. Section 11.1 entitled General shall be amended by adding the following to the end of such Section directly after the equation:

"Notwithstanding the foregoing, for the first two (2) consecutive Contract Years of the Delivery Term, the Guaranteed Energy Production shall be calculated by replacing "one hundred eighty percent (180%)" with "one hundred forty percent (140%)" and "180%" with "140%" in this Section 11.1.

For the avoidance of doubt, the second Performance Measurement Period (Contract Year 2 and 3) and subsequent Performance Measurement Periods for the remainder of the Delivery Term, the Guaranteed Energy Production shall be calculated by the following formula:

$$\text{Guaranteed Energy Production} = 180\% \times \text{average of the Contract Quantity over the Performance Measurement Period in MWh} \times [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]$$

6. Section 14.2.1 entitled Determining Seller's Liability for Forecasting Penalties shall be amended by adding the following to the end of such Section:

"Notwithstanding the foregoing sentence, the Seller shall not be liable for the Forecasting Penalty during Contract Year 1."

II. Effectiveness. This First Amendment shall become effective as of the latest signature date below ("First Amendment Effective Date").

III. Miscellaneous

(1) Entire Agreement. This First 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 First 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 First Amendment, the terms of the First Amendment shall control. From and after the First 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 First

Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this First Amendment.

(4) Governing Law; Dispute Resolution; Release of Information. This First 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 First 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 First 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 First Amendment. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this First 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 First Amendment or the Agreement.

(6) Successors and Assigns. This First 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 First Amendment shall be given in accordance with the terms of the Agreement.

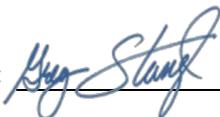
(8) Counterparts; Electronic Signatures. The First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by electronic mail (including pdf or any electronic signature complying with the federal ESIGN 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 First Amendment to be duly executed by its authorized representative as of the dates provided below: By signing this First 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: 

Signature: 

Name: Gregory John Stangl

Name: Don Howerton

Title: Managing Member

Title: Director, Structured Energy Transactions

Date: 28 May 2021

Date: June 1, 2021

Advice 6605-E
May 24, 2022

Attachment 3

First Amendment with Hat Creek Bioenergy, LLC

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

THIS FIRST AMENDMENT (“First 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 First Amendment shall become effective as of the First 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 (as may be amended from time to time, 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 is interested in entering into an 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 First Amendment in order 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 First 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) ~~twenty-four (24)~~ months after the Execution Date; provided that the Guaranteed Commercial

Operation Date may be extended to no later than the date that is ~~forty-two (42)~~ ~~thirty (30)~~ months after the Execution Date for the following reasons (“Permitted Extensions”):”

2. Section 2.2 entitled Contract Quantity shall be deleted in its entirety and replaced with the following:

“2.2. Contract Quantity. The “Contract Quantity” during each Contract Year is the amount set forth for the applicable Contract Year in the “Delivery Term Contract Quantity Schedule”, set forth in the Cover Sheet, which amount is net of Station Use, and, for Excess Sale arrangements, Site Host Load.

2.2.1. One-Time and Annual Option to Decrease Contract Quantity. Seller shall have the option to decrease the Contract Quantity for any or all future Contract Years as provided herein: (a) one (1) time during the Delivery Term if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity by providing Notice to Buyer of such decrease within ten (10) Business Days of Buyer’s Notice of such adjustment to the Contract Capacity or the date of the Engineer Report, as applicable; and (b) one (1) time each Contract Year by providing Notice to the Buyer of such decrease at least ninety (90) days prior to the start of the Contract Year for which the decrease applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

2.2.2. One-Time Option to Increase Contract Quantity. Seller shall have a one (1) time option to be exercised only during either Contract Year 1 or Contract Year 2 of the Delivery Term to increase the Contract Quantity for any or all future Contract Years by providing Notice to Buyer of such increase at least ninety (90) days prior to the start of the Contract Year for which the increase applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

Such Seller Notices with respect to the decrease or increase in the Contract Quantity pursuant to Section 2.2.1 or 2.2.2 shall contain an updated Delivery Term Contract Quantity Schedule and confirmation that Seller shall take action to update its forecasting Schedules pursuant to Appendix D.”

3. Section 5.14 entitled Modifications to Facility shall be deleted in its entirety and replaced with the following:

“5.14. Modifications to Facility. From the Execution Date and throughout the Delivery Term, Seller shall not repower or materially modify or alter the Facility without the written consent of Buyer, which written consent is at Buyer’s sole discretion. Material modifications or alterations include, but are not limited to, (a) movement of the Site, (b) changes that may increase or decrease the expected output of the Facility (other than the following, each as provided in Section 2.2 above, the one (1) time decrease to Contract Quantity if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity, the one (1) time increase to Contract Quantity, and the annual option to decrease Contract Quantity), (c) changes that may affect the generation profile of the Facility, (d) changes that may affect the ability to accurately measure the output of Product from the Facility, (e) changes to the Fuel Use description provided in Section B(xi) of the Cover Sheet, or a change to the selection as to whether the Facility will use fuel for Station Use that is not from a Fuel Resource Category provided in Section B(xii) of the Cover Sheet, and (f) changes that conflict with elections, information or requirements specified

elsewhere in this Agreement (other than, to the extent not covered by clauses (a) through (e) in this Section 5.14, as specified in the Cover Sheet). Material modifications or alterations do not include maintenance and repairs performed in accordance with Prudent Electrical Practices. Seller shall provide to Buyer Notice not less than ninety (90) days before any proposed repowering, modification or alteration occurs describing the repowering, modification or alteration to Buyer's reasonable satisfaction and, if subject to Buyer's consent pursuant to this Section 5.14, seeking Buyer's written consent."

4. Section 11.1 entitled General shall be amended by adding the following to the end of such Section directly after the equation:

"Notwithstanding the foregoing, for the first two (2) consecutive Contract Years of the Delivery Term, the Guaranteed Energy Production shall be calculated by replacing "one hundred eighty percent (180%)" with "one hundred forty percent (140%)" and "180%" with "140%" in this Section 11.1.

For the avoidance of doubt, the second Performance Measurement Period (Contract Year 2 and 3) and subsequent Performance Measurement Periods for the remainder of the Delivery Term, the Guaranteed Energy Production shall be calculated by the following formula:

$$\text{Guaranteed Energy Production} = 180\% \times \text{average of the Contract Quantity over the Performance Measurement Period in MWh} \times [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]$$

5. Section 14.2.1 entitled Determining Seller's Liability for Forecasting Penalties shall be amended by adding the following to the end of such Section:

"Notwithstanding the foregoing sentence, the Seller shall not be liable for the Forecasting Penalty during Contract Year 1."

II. Effectiveness. This First Amendment shall become effective as of the latest signature date below ("First Amendment Effective Date").

III. Miscellaneous

(1) Entire Agreement. This First 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 First 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 First Amendment, the terms of the First Amendment shall control. From and after the First 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 First Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this First Amendment.

(4) **Governing Law; Dispute Resolution; Release of Information.** This First 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 First 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 First 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 First Amendment. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this First 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 First Amendment or the Agreement.

(6) **Successors and Assigns.** This First 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 First Amendment shall be given in accordance with the terms of the Agreement.

(8) **Counterparts; Electronic Signatures.** The First 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 ESIGN 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 First Amendment to be duly executed by its authorized representative as of the dates provided below: By signing this First 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: Kristen Decker
Title: CEO
Date: 6/3/2021

Signature: 
Name: Don Howerton
Title: Director, Structured Energy Transactions
Date: 6/3/2021

Advice 6605-E
May 24, 2022

Attachment 4

First Amendment with Madera DP 2, LLC

**FIRST AMENDMENT TO THE BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND
MADERA DP 2, LLC**

THIS FIRST AMENDMENT (“First Amendment”) to the Agreement (as defined below) is entered into by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E” or “Buyer”) and Madera DP 2, 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 First Amendment shall become effective as of the First 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 October 22, 2018 (as may be amended from time to time, the “Agreement”) (PG&E Log No. 33R459BIO); 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 is interested in entering into an 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 First Amendment in order 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 First 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) ~~twenty-four (24)~~ months after the Execution Date; provided that the Guaranteed Commercial

Operation Date may be extended to no later than the date that is ~~thirty (30)~~ forty-two (42) months after the Execution Date for the following reasons (“Permitted Extensions”):”

2. Section 2.2 entitled Contract Quantity shall be deleted in its entirety and replaced with the following:

“2.2. Contract Quantity. The “Contract Quantity” during each Contract Year is the amount set forth for the applicable Contract Year in the “Delivery Term Contract Quantity Schedule”, set forth in the Cover Sheet, which amount is net of Station Use, and, for Excess Sale arrangements, Site Host Load.

2.2.1. One-Time and Annual Option to Decrease Contract Quantity. Seller shall have the option to decrease the Contract Quantity for any or all future Contract Years as provided herein: (a) one (1) time during the Delivery Term if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity by providing Notice to Buyer of such decrease within ten (10) Business Days of Buyer’s Notice of such adjustment to the Contract Capacity or the date of the Engineer Report, as applicable; and (b) one (1) time each Contract Year by providing Notice to the Buyer of such decrease at least ninety (90) days prior to the start of the Contract Year for which the decrease applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

2.2.2. One-Time Option to Increase Contract Quantity. Seller shall have a one (1) time option to be exercised only during either Contract Year 1 or Contract Year 2 of the Delivery Term to increase the Contract Quantity for any or all future Contract Years by providing Notice to Buyer of such increase at least ninety (90) days prior to the start of the Contract Year for which the increase applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

Such Seller Notices with respect to the decrease or increase in the Contract Quantity pursuant to Section 2.2.1 or 2.2.2 shall contain an updated Delivery Term Contract Quantity Schedule and confirmation that Seller shall take action to update its forecasting Schedules pursuant to Appendix D.”

3. Section 5.14 entitled Modifications to Facility shall be deleted in its entirety and replaced with the following:

“5.14. Modifications to Facility. From the Execution Date and throughout the Delivery Term, Seller shall not repower or materially modify or alter the Facility without the written consent of Buyer, which written consent is at Buyer’s sole discretion. Material modifications or alterations include, but are not limited to, (a) movement of the Site, (b) changes that may increase or decrease the expected output of the Facility (other than the following, each as provided in Section 2.2 above, the one (1) time decrease to Contract Quantity if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity, the one (1) time increase to Contract Quantity, and the annual option to decrease Contract Quantity), (c) changes that may affect the generation profile of the Facility, (d) changes that may affect the ability to accurately measure the output of Product from the Facility, (e) changes to the Fuel Use description provided in Section B(xi) of the Cover Sheet, or a change to the selection as to whether the Facility will use fuel for Station Use that is not from a Fuel Resource Category provided in Section B(xii) of the Cover Sheet, and (f) changes that conflict with elections, information or requirements specified

elsewhere in this Agreement (other than, to the extent not covered by clauses (a) through (e) in this Section 5.14, as specified in the Cover Sheet). Material modifications or alterations do not include maintenance and repairs performed in accordance with Prudent Electrical Practices. Seller shall provide to Buyer Notice not less than ninety (90) days before any proposed repowering, modification or alteration occurs describing the repowering, modification or alteration to Buyer's reasonable satisfaction and, if subject to Buyer's consent pursuant to this Section 5.14, seeking Buyer's written consent."

4. Section 11.1 entitled General shall be amended by adding the following to the end of such Section:

"Notwithstanding the foregoing, for the first two (2) consecutive Contract Years of the Delivery Term, the Guaranteed Energy Production shall be calculated by replacing "one hundred eighty percent (180%)" with "one hundred forty percent (140%)" and "180%" with "140%" in this Section 11.1.

For the avoidance of doubt, the second Performance Measurement Period (Contract Year 2 and 3) and subsequent Performance Measurement Periods for the remainder of the Delivery Term, the Guaranteed Energy Production shall be calculated by the following formula:

$$\text{Guaranteed Energy Production} = 180\% \times \text{average of the Contract Quantity over the Performance Measurement Period in MWh} \times [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]$$

5. Section 14.2.1 entitled Determining Seller's Liability for Forecasting Penalties shall be amended by adding the following to the end of such Section:

"Notwithstanding the foregoing sentence, the Seller shall not be liable for the Forecasting Penalty during Contract Year 1."

II. Effectiveness. This First Amendment shall become effective as of the latest signature date below ("First Amendment Effective Date").

III. Miscellaneous

(1) Entire Agreement. This First 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 First 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 First Amendment, the terms of the First Amendment shall control. From and after the First 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 First Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this First Amendment.

(4) Governing Law; Dispute Resolution; Release of Information. This First 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 First 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 First 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 First Amendment. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this First 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 First Amendment or the Agreement.

(6) Successors and Assigns. This First 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 First Amendment shall be given in accordance with the terms of the Agreement.

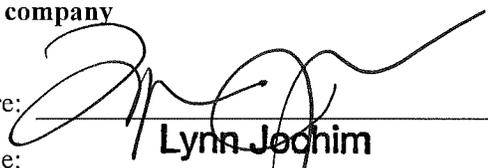
(8) Counterparts; Electronic Signatures. The First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by electronic mail (including pdf or any electronic signature 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 First Amendment to be duly executed by its authorized representative as of the dates provided below: By signing this First Amendment, the representatives of the Parties warrant that they have requisite authority to bind their respective entities.

MADERA DP 2, LLC, a Delaware limited liability company

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

Signature: 
Name: Lynn Jochim
Title: Vice President
Date: 4/12/2021

Signature: 
Name: Don Howerton
Title: Director, Structured Energy Transactions
Date: 4/15/2021

Advice 6605-E
May 24, 2022

Attachment 5

First Amendment with WOF CA LBH Project LLC

**FIRST AMENDMENT TO THE AMENDED BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND
WOF CA LBH PROJECT LLC**

THIS FIRST AMENDMENT (“First Amendment”) to the Agreement (as defined below) is entered into by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E” or “Buyer”) and WOF CA LBH Project 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 First Amendment shall become effective as of the First 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 Amended Bioenergy Market Adjusting Tariff Power Purchase Agreement, dated May 8, 2019 (as may be amended from time to time, the “Agreement”) (PG&E Log No. 33R469BIO); 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 is interested in entering into an 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 First Amendment in order 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 First 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) ~~twenty-four (24)~~ months after the Execution Date; provided that the Guaranteed Commercial

Operation Date may be extended to no later than the date that is ~~thirty (30)~~ forty-two (42) months after the Execution Date for the following reasons (“Permitted Extensions”):”

2. Section 2.2 entitled Contract Quantity shall be deleted in its entirety and replaced with the following:

“2.2. Contract Quantity. The “Contract Quantity” during each Contract Year is the amount set forth for the applicable Contract Year in the “Delivery Term Contract Quantity Schedule”, set forth in the Cover Sheet, which amount is net of Station Use, and, for Excess Sale arrangements, Site Host Load.

2.2.1. One-Time and Annual Option to Decrease Contract Quantity. Seller shall have the option to decrease the Contract Quantity for any or all future Contract Years as provided herein: (a) one (1) time during the Delivery Term if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity by providing Notice to Buyer of such decrease within ten (10) Business Days of Buyer’s Notice of such adjustment to the Contract Capacity or the date of the Engineer Report, as applicable; and (b) one (1) time each Contract Year by providing Notice to the Buyer of such decrease at least ninety (90) days prior to the start of the Contract Year for which the decrease applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

2.2.2. One-Time Option to Increase Contract Quantity. Seller shall have a one (1) time option to be exercised only during either Contract Year 1 or Contract Year 2 of the Delivery Term to increase the Contract Quantity for any or all future Contract Years by providing Notice to Buyer of such increase at least ninety (90) days prior to the start of the Contract Year for which the increase applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

Such Seller Notices with respect to the decrease or increase in the Contract Quantity pursuant to Section 2.2.1 or 2.2.2 shall contain an updated Delivery Term Contract Quantity Schedule and confirmation that Seller shall take action to update its forecasting Schedules pursuant to Appendix D.”

3. Section 5.14 entitled Modifications to Facility shall be deleted in its entirety and replaced with the following:

“5.14. Modifications to Facility. From the Execution Date and throughout the Delivery Term, Seller shall not repower or materially modify or alter the Facility without the written consent of Buyer, which written consent is at Buyer’s sole discretion. Material modifications or alterations include, but are not limited to, (a) movement of the Site, (b) changes that may increase or decrease the expected output of the Facility (other than the following, each as provided in Section 2.2 above, the one (1) time decrease to Contract Quantity if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity, the one (1) time increase to Contract Quantity, and the annual option to decrease Contract Quantity), (c) changes that may affect the generation profile of the Facility, (d) changes that may affect the ability to accurately measure the output of Product from the Facility, (e) changes to the Fuel Use description provided in Section B(xi) of the Cover Sheet, or a change to the selection as to whether the Facility will use fuel for Station Use that is not from a Fuel Resource Category provided in Section B(xii) of the Cover Sheet, and (f) changes that conflict with elections, information or requirements specified

elsewhere in this Agreement (other than, to the extent not covered by clauses (a) through (e) in this Section 5.14, as specified in the Cover Sheet). Material modifications or alterations do not include maintenance and repairs performed in accordance with Prudent Electrical Practices. Seller shall provide to Buyer Notice not less than ninety (90) days before any proposed repowering, modification or alteration occurs describing the repowering, modification or alteration to Buyer's reasonable satisfaction and, if subject to Buyer's consent pursuant to this Section 5.14, seeking Buyer's written consent."

4. Section 11.1 entitled General shall be amended by adding the following to the end of such Section directly after the equation:

"Notwithstanding the foregoing, for the first two (2) consecutive Contract Years of the Delivery Term, the Guaranteed Energy Production shall be calculated by replacing "one hundred eighty percent (180%)" with "one hundred forty percent (140%)" and "180%" with "140%" in this Section 11.1.

For the avoidance of doubt, the second Performance Measurement Period (Contract Year 2 and 3) and subsequent Performance Measurement Periods for the remainder of the Delivery Term, the Guaranteed Energy Production shall be calculated by the following formula:

$$\text{Guaranteed Energy Production} = 180\% \times \text{average of the Contract Quantity over the Performance Measurement Period in MWh} \times [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]$$

- II. Effectiveness.** This First Amendment shall become effective as of the latest signature date below ("First Amendment Effective Date").

III. Miscellaneous

(1) Entire Agreement. This First 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 First 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 First Amendment, the terms of the First Amendment shall control. From and after the First 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 First Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this First Amendment.

(4) Governing Law; Dispute Resolution; Release of Information. This First 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 First 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 First 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 First Amendment. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this First 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 First Amendment or the Agreement.

(6) Successors and Assigns. This First 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 First Amendment shall be given in accordance with the terms of the Agreement.

(8) Counterparts; Electronic Signatures. The First 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.

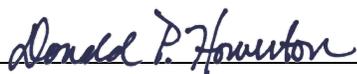
AUTHORIZED EXECUTION

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

**WOF CA LBH PROJECT LLC,
a Delaware limited liability company**

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

Signature: 
Name: Christine Lam
Title: Principal
Date: 07 June 2021

Signature: 
Name: Don Howerton
Title: Director, Structured Energy Transactions
Date: June 30, 2021

Advice 6605-E
May 24, 2022

Attachment 6

First Amendment with PatMar Land Co., LLC

**FIRST AMENDMENT TO THE AMENDED BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND
PATMAR LAND CO., LLC**

THIS FIRST AMENDMENT (“First Amendment”) to the Agreement (as defined below) is entered into by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E” or “Buyer”) and PatMar Land Co., 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 First Amendment shall become effective as of the First 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 Amended Bioenergy Market Adjusting Tariff Power Purchase Agreement, dated May 8, 2019 (as may be amended from time to time, the “Agreement”) (PG&E Log No. 33R470BIO); 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 is interested in entering into an 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 First Amendment in order 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 First 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) ~~twenty-four (24)~~ months after the Execution Date; provided that the Guaranteed Commercial

Operation Date may be extended to no later than the date that is ~~forty-two (42)~~ ~~thirty (30)~~ months after the Execution Date for the following reasons (“Permitted Extensions”):”

2. Section 2.2 entitled Contract Quantity shall be deleted in its entirety and replaced with the following:

“2.2. Contract Quantity. The “Contract Quantity” during each Contract Year is the amount set forth for the applicable Contract Year in the “Delivery Term Contract Quantity Schedule”, set forth in the Cover Sheet, which amount is net of Station Use, and, for Excess Sale arrangements, Site Host Load.

2.2.1. One-Time and Annual Option to Decrease Contract Quantity. Seller shall have the option to decrease the Contract Quantity for any or all future Contract Years as provided herein: (a) one (1) time during the Delivery Term if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity by providing Notice to Buyer of such decrease within ten (10) Business Days of Buyer’s Notice of such adjustment to the Contract Capacity or the date of the Engineer Report, as applicable; and (b) one (1) time each Contract Year by providing Notice to the Buyer of such decrease at least ninety (90) days prior to the start of the Contract Year for which the decrease applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

2.2.2. One-Time Option to Increase Contract Quantity. Seller shall have a one (1) time option to be exercised only during either Contract Year 1 or Contract Year 2 of the Delivery Term to increase the Contract Quantity for any or all future Contract Years by providing Notice to Buyer of such increase at least ninety (90) days prior to the start of the Contract Year for which the increase applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

Such Seller Notices with respect to the decrease or increase in the Contract Quantity pursuant to Section 2.2.1 or 2.2.2 shall contain an updated Delivery Term Contract Quantity Schedule and confirmation that Seller shall take action to update its forecasting Schedules pursuant to Appendix D.”

3. Section 5.14 entitled Modifications to Facility shall be deleted in its entirety and replaced with the following:

“5.14. Modifications to Facility. From the Execution Date and throughout the Delivery Term, Seller shall not repower or materially modify or alter the Facility without the written consent of Buyer, which written consent is at Buyer’s sole discretion. Material modifications or alterations include, but are not limited to, (a) movement of the Site, (b) changes that may increase or decrease the expected output of the Facility (other than the following, each as provided in Section 2.2 above, the one (1) time decrease to Contract Quantity if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity, the one (1) time increase to Contract Quantity, and the annual option to decrease Contract Quantity), (c) changes that may affect the generation profile of the Facility, (d) changes that may affect the ability to accurately measure the output of Product from the Facility, (e) changes to the Fuel Use description provided in Section B(xi) of the Cover Sheet, or a change to the selection as to whether the Facility will use fuel for Station Use that is not from a Fuel Resource Category provided in Section B(xii) of the Cover Sheet, and (f) changes that conflict with elections, information or requirements specified

elsewhere in this Agreement (other than, to the extent not covered by clauses (a) through (e) in this Section 5.14, as specified in the Cover Sheet). Material modifications or alterations do not include maintenance and repairs performed in accordance with Prudent Electrical Practices. Seller shall provide to Buyer Notice not less than ninety (90) days before any proposed repowering, modification or alteration occurs describing the repowering, modification or alteration to Buyer's reasonable satisfaction and, if subject to Buyer's consent pursuant to this Section 5.14, seeking Buyer's written consent."

4. Section 11.1 entitled General shall be amended by adding the following to the end of such Section directly after the equation:

"Notwithstanding the foregoing, for the first two (2) consecutive Contract Years of the Delivery Term, the Guaranteed Energy Production shall be calculated by replacing "one hundred eighty percent (180%)" with "one hundred forty percent (140%)" and "180%" with "140%" in this Section 11.1.

For the avoidance of doubt, the second Performance Measurement Period (Contract Year 2 and 3) and subsequent Performance Measurement Periods for the remainder of the Delivery Term, the Guaranteed Energy Production shall be calculated by the following formula:

$$\text{Guaranteed Energy Production} = 180\% \times \text{average of the Contract Quantity over the Performance Measurement Period in MWh} \times [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]$$

5. Section 14.2.1 entitled Determining Seller's Liability for Forecasting Penalties shall be amended by adding the following to the end of such Section:

"Notwithstanding the foregoing sentence, the Seller shall not be liable for the Forecasting Penalty during Contract Year 1."

6. In Appendix A, the definition for "Telemetering System" is deleted in its entirety and replaced with the following:

"Telemetering System" means a system of electronic components that (a) collects all required telemetry in accordance with the applicable interconnection tariff, as well as all relevant telemetry requirements as set by the CAISO and applicable interconnection tariffs, standards, guidance documents, or as required in an interconnection study or review process, and Buyer operational requirements and (b) communicates this telemetry to the CAISO and Buyer as required by applicable tariff or this Agreement. The Telemetering System does not include other components of the Facility that do not collect or communicate such required telemetry, including but not limited to, Seller's system control and data acquisition systems.

7. Appendix E shall be amended by incorporating the following changes as shown below with underlining and strike-out:

Telemetering System.

Seller shall install and maintain a Telemetering System at the Facility, as required by the applicable interconnection tariff. For the avoidance of doubt, Seller must follow all relevant telemetry requirements as set by the CAISO and applicable interconnection tariffs, standards, guidance documents, or as required in an interconnection study or review process.

~~The above mentioned connections and data transfer~~ The Telemetry System must be included in the systems engineering tasks as a part of the construction of the Facility, and must be fully functional before Commercial Operation Date.

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

III. Miscellaneous

(1) Entire Agreement. This First 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 First 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 First Amendment, the terms of the First Amendment shall control. From and after the First 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 First Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this First Amendment.

(4) Governing Law; Dispute Resolution; Release of Information. This First 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 First 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 First 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 First Amendment. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this First 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 First Amendment or the Agreement.

(6) Successors and Assigns. This First 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 First Amendment shall be given in accordance with the terms of the Agreement.

(8) Counterparts; Electronic Signatures. The First 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 ESIGN 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 First Amendment to be duly executed by its authorized representative as of the dates provided below: By signing this First Amendment, the representatives of the Parties warrant that they have requisite authority to bind their respective entities.

PATMAR LAND CO., LLC,
a California limited liability company

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Signature: Patrick Mery
Name: PATRICK MADDY
Title: owner
Date: 5/6/21

Signature: Donald P. Howerton
Name: Don Howerton
Title: Director, Structured Energy Transactions
Date: 5/6/2021

Advice 6605-E
May 24, 2022

Attachment 7

First Amendment with ACC Renewable Resources, LLC

**FIRST AMENDMENT TO THE BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND
ACC RENEWABLE RESOURCES, LLC**

THIS FIRST AMENDMENT (“First Amendment”) to the Agreement (as defined below) is entered into by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E” or “Buyer”) and ACC Renewable Resources, 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 First Amendment shall become effective as of the First 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 July 10, 2019 (as may be amended from time to time, the “Agreement”) (PG&E Log No. 33R479BIO); 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 is interested in entering into an 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 First Amendment in order 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 First 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) ~~twenty-four (24)~~ months after the Execution Date; provided that the Guaranteed Commercial

Operation Date may be extended to no later than the date that is ~~forty-two (42)~~ ~~thirty (30)~~ months after the Execution Date for the following reasons (“Permitted Extensions”):”

2. Section 2.2 entitled Contract Quantity shall be deleted in its entirety and replaced with the following:

“2.2. Contract Quantity. The “Contract Quantity” during each Contract Year is the amount set forth for the applicable Contract Year in the “Delivery Term Contract Quantity Schedule”, set forth in the Cover Sheet, which amount is net of Station Use, and, for Excess Sale arrangements, Site Host Load.

2.2.1. One-Time and Annual Option to Decrease Contract Quantity. Seller shall have the option to decrease the Contract Quantity for any or all future Contract Years as provided herein: (a) one (1) time during the Delivery Term if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity by providing Notice to Buyer of such decrease within ten (10) Business Days of Buyer’s Notice of such adjustment to the Contract Capacity or the date of the Engineer Report, as applicable; and (b) one (1) time each Contract Year by providing Notice to the Buyer of such decrease at least ninety (90) days prior to the start of the Contract Year for which the decrease applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

2.2.2. One-Time Option to Increase Contract Quantity. Seller shall have a one (1) time option to be exercised only during either Contract Year 1 or Contract Year 2 of the Delivery Term to increase the Contract Quantity for any or all future Contract Years by providing Notice to Buyer of such increase at least ninety (90) days prior to the start of the Contract Year for which the increase applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

Such Seller Notices with respect to the decrease or increase in the Contract Quantity pursuant to Section 2.2.1 or 2.2.2 shall contain an updated Delivery Term Contract Quantity Schedule and confirmation that Seller shall take action to update its forecasting Schedules pursuant to Appendix D.”

3. Section 5.14 entitled Modifications to Facility shall be deleted in its entirety and replaced with the following:

“5.14. Modifications to Facility. From the Execution Date and throughout the Delivery Term, Seller shall not repower or materially modify or alter the Facility without the written consent of Buyer, which written consent is at Buyer’s sole discretion. Material modifications or alterations include, but are not limited to, (a) movement of the Site, (b) changes that may increase or decrease the expected output of the Facility (other than the following, each as provided in Section 2.2 above, the one (1) time decrease to Contract Quantity if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity, the one (1) time increase to Contract Quantity, and the annual option to decrease Contract Quantity), (c) changes that may affect the generation profile of the Facility, (d) changes that may affect the ability to accurately measure the output of Product from the Facility, (e) changes to the Fuel Use description provided in Section B(xi) of the Cover Sheet, or a change to the selection as to whether the Facility will use fuel for Station Use that is not from a Fuel Resource Category provided in Section B(xii) of the Cover Sheet, and (f) changes that conflict with elections, information or requirements specified

elsewhere in this Agreement (other than, to the extent not covered by clauses (a) through (e) in this Section 5.14, as specified in the Cover Sheet). Material modifications or alterations do not include maintenance and repairs performed in accordance with Prudent Electrical Practices. Seller shall provide to Buyer Notice not less than ninety (90) days before any proposed repowering, modification or alteration occurs describing the repowering, modification or alteration to Buyer's reasonable satisfaction and, if subject to Buyer's consent pursuant to this Section 5.14, seeking Buyer's written consent."

4. Section 11.1 entitled General shall be amended by adding the following to the end of such Section:

"Notwithstanding the foregoing, for the first two (2) consecutive Contract Years of the Delivery Term, the Guaranteed Energy Production shall be calculated by replacing "one hundred eighty percent (180%)" with "one hundred forty percent (140%)" and "180%" with "140%" in this Section 11.1.

For the avoidance of doubt, the second Performance Measurement Period (Contract Year 2 and 3) and subsequent Performance Measurement Periods for the remainder of the Delivery Term, the Guaranteed Energy Production shall be calculated by the following formula:

$$\text{Guaranteed Energy Production} = 180\% \times \text{average of the Contract Quantity over the Performance Measurement Period in MWh} \times [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]$$

5. Section 14.2.1 entitled Determining Seller's Liability for Forecasting Penalties shall be amended by adding the following to the end of such Section:

"Notwithstanding the foregoing sentence, the Seller shall not be liable for the Forecasting Penalty during Contract Year 1."

II. Effectiveness. This First Amendment shall become effective as of the latest signature date below ("First Amendment Effective Date").

III. Miscellaneous

(1) Entire Agreement. This First 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 First 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 First Amendment, the terms of the First Amendment shall control. From and after the First 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 First Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this First Amendment.

(4) Governing Law; Dispute Resolution; Release of Information. This First 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 First 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 First 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 First Amendment. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this First 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 First Amendment or the Agreement.

(6) Successors and Assigns. This First 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 First Amendment shall be given in accordance with the terms of the Agreement.

(8) Counterparts; Electronic Signatures. The First 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 First Amendment to be duly executed by its authorized representative as of the dates provided below: By signing this First Amendment, the representatives of the Parties warrant that they have requisite authority to bind their respective entities.

ACC RENEWABLE RESOURCES, LLC,
a California limited liability company

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Signature: 

Signature: 

Name: Robert D. Watts

Name: Don Howerton

Title: Spec. Advisor to Board of Directors

Title: Director, Structured Energy Transactions

Date: April 12, 2021

Date: 4/13/21

Advice 6605-E
May 24, 2022

Attachment 8

**First Amendment with CarriereTech Energy Partners,
LLC**

**FIRST AMENDMENT TO THE AMENDED BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND
CARRIERE TECH ENERGY PARTNERS, LLC**

THIS FIRST AMENDMENT (“First Amendment”) to the Agreement (as defined below) is entered into by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E” or “Buyer”) and CarriereTech Energy Partners, 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 First Amendment shall become effective as of the First 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 Amended Bioenergy Market Adjusting Tariff Power Purchase Agreement, dated July 10, 2019 (as may be amended from time to time, the “Agreement”) (PG&E Log No. 33R480BIO); 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 is interested in entering into an 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 First Amendment in order 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 First 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) ~~twenty-four (24)~~ months after the Execution Date; provided that the Guaranteed Commercial

Operation Date may be extended to no later than the date that is ~~thirty (30)~~ forty-two (42) months after the Execution Date for the following reasons (“Permitted Extensions”):”

2. Section 2.2 entitled Contract Quantity shall be deleted in its entirety and replaced with the following:

“2.2. Contract Quantity. The “Contract Quantity” during each Contract Year is the amount set forth for the applicable Contract Year in the “Delivery Term Contract Quantity Schedule”, set forth in the Cover Sheet, which amount is net of Station Use, and, for Excess Sale arrangements, Site Host Load.

2.2.1. One-Time and Annual Option to Decrease Contract Quantity. Seller shall have the option to decrease the Contract Quantity for any or all future Contract Years as provided herein: (a) one (1) time during the Delivery Term if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity by providing Notice to Buyer of such decrease within ten (10) Business Days of Buyer’s Notice of such adjustment to the Contract Capacity or the date of the Engineer Report, as applicable; and (b) one (1) time each Contract Year by providing Notice to the Buyer of such decrease at least ninety (90) days prior to the start of the Contract Year for which the decrease applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

2.2.2. One-Time Option to Increase Contract Quantity. Seller shall have a one (1) time option to be exercised only during either Contract Year 1 or Contract Year 2 of the Delivery Term to increase the Contract Quantity for any or all future Contract Years by providing Notice to Buyer of such increase at least ninety (90) days prior to the start of the Contract Year for which the increase applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

Such Seller Notices with respect to the decrease or increase in the Contract Quantity pursuant to Section 2.2.1 or 2.2.2 shall contain an updated Delivery Term Contract Quantity Schedule and confirmation that Seller shall take action to update its forecasting Schedules pursuant to Appendix D.”

3. Section 5.14 entitled Modifications to Facility shall be deleted in its entirety and replaced with the following:

“5.14. Modifications to Facility. From the Execution Date and throughout the Delivery Term, Seller shall not repower or materially modify or alter the Facility without the written consent of Buyer, which written consent is at Buyer’s sole discretion. Material modifications or alterations include, but are not limited to, (a) movement of the Site, (b) changes that may increase or decrease the expected output of the Facility (other than the following, each as provided in Section 2.2 above, the one (1) time decrease to Contract Quantity if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity, the one (1) time increase to Contract Quantity, and the annual option to decrease Contract Quantity), (c) changes that may affect the generation profile of the Facility, (d) changes that may affect the ability to accurately measure the output of Product from the Facility, (e) changes to the Fuel Use description provided in Section B(xi) of the Cover Sheet, or a change to the selection as to whether the Facility will use fuel for Station Use that is not from a Fuel Resource Category provided in Section B(xii) of the Cover Sheet, and (f) changes that conflict with elections, information or requirements specified

elsewhere in this Agreement (other than, to the extent not covered by clauses (a) through (e) in this Section 5.14, as specified in the Cover Sheet). Material modifications or alterations do not include maintenance and repairs performed in accordance with Prudent Electrical Practices. Seller shall provide to Buyer Notice not less than ninety (90) days before any proposed repowering, modification or alteration occurs describing the repowering, modification or alteration to Buyer's reasonable satisfaction and, if subject to Buyer's consent pursuant to this Section 5.14, seeking Buyer's written consent."

4. Section 11.1 entitled General shall be amended by adding the following to the end of such Section directly after the equation:

"Notwithstanding the foregoing, for the first two (2) consecutive Contract Years of the Delivery Term, the Guaranteed Energy Production shall be calculated by replacing "one hundred eighty percent (180%)" with "one hundred forty percent (140%)" and "180%" with "140%" in this Section 11.1.

For the avoidance of doubt, the second Performance Measurement Period (Contract Year 2 and 3) and subsequent Performance Measurement Periods for the remainder of the Delivery Term, the Guaranteed Energy Production shall be calculated by the following formula:

$$\text{Guaranteed Energy Production} = 180\% \times \text{average of the Contract Quantity over the Performance Measurement Period in MWh} \times [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]$$

- II. Effectiveness.** This First Amendment shall become effective as of the latest signature date below ("First Amendment Effective Date").

III. Miscellaneous

(1) Entire Agreement. This First 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 First 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 First Amendment, the terms of the First Amendment shall control. From and after the First 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 First Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this First Amendment.

(4) Governing Law; Dispute Resolution; Release of Information. This First 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 First 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 First 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 First Amendment. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this First 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 First Amendment or the Agreement.

(6) Successors and Assigns. This First 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 First Amendment shall be given in accordance with the terms of the Agreement.

(8) Counterparts; Electronic Signatures. The First 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 First Amendment to be duly executed by its authorized representative as of the dates provided below: By signing this First Amendment, the representatives of the Parties warrant that they have requisite authority to bind their respective entities.

**CARRIERTECH ENERGY PARTNERS,
LLC, a Delaware limited liability company**

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

Signature: _____

Signature: _____

Name: _____

Name: Don Howerton

Title: _____

Title: Director, Structured Energy Transactions

Date: _____

Date: May 10, 2021

Advice 6605-E
May 24, 2022

Attachment 9

First Amendment with Collins Pine Company

**FIRST AMENDMENT TO THE AMENDED BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND
COLLINS PINE COMPANY**

THIS FIRST AMENDMENT (“First Amendment”) to the Agreement (as defined below) is entered into by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E” or “Buyer”) and Collins Pine Company (“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 First Amendment shall become effective as of the First 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 Amended Bioenergy Market Adjusting Tariff Power Purchase Agreement, dated February 6, 2020 (as may be amended from time to time, the “Agreement”) (PG&E Log No. 33R481BIO); 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 is interested in entering into an 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 First Amendment in order 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 First 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 2.2 entitled Contract Quantity shall be deleted in its entirety and replaced with the following:

“2.2. Contract Quantity. The “Contract Quantity” during each Contract Year is the amount set forth for the applicable Contract Year in the “Delivery Term Contract Quantity Schedule”, set forth in the Cover Sheet, which amount is net of Station Use, and, for Excess Sale arrangements, Site Host Load.

2.2.1. One-Time and Annual Option to Decrease Contract Quantity. Seller shall have the option to decrease the Contract Quantity for any or all future Contract Years as provided herein: (a) one (1) time during the Delivery Term if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity by providing Notice to Buyer of such decrease within ten (10) Business Days of Buyer's Notice of such adjustment to the Contract Capacity or the date of the Engineer Report, as applicable; and (b) one (1) time each Contract Year by providing Notice to the Buyer of such decrease at least ninety (90) days prior to the start of the Contract Year for which the decrease applies. The adjusted amount shall thereafter be deemed to be the "Contract Quantity" for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

2.2.2. One-Time Option to Increase Contract Quantity. Seller shall have a one (1) time option to be exercised only during either Contract Year 1 or Contract Year 2 of the Delivery Term to increase the Contract Quantity for any or all future Contract Years by providing Notice to Buyer of such increase at least ninety (90) days prior to the start of the Contract Year for which the increase applies. The adjusted amount shall thereafter be deemed to be the "Contract Quantity" for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

Such Seller Notices with respect to the decrease or increase in the Contract Quantity pursuant to Section 2.2.1 or 2.2.2 shall contain an updated Delivery Term Contract Quantity Schedule and confirmation that Seller shall take action to update its forecasting Schedules pursuant to Appendix D."

2. Section 5.14 entitled Modifications to Facility shall be deleted in its entirety and replaced with the following:

"5.14. Modifications to Facility. From the Execution Date and throughout the Delivery Term, Seller shall not repower or materially modify or alter the Facility without the written consent of Buyer, which written consent is at Buyer's sole discretion. Material modifications or alterations include, but are not limited to, (a) movement of the Site, (b) changes that may increase or decrease the expected output of the Facility (other than the following, each as provided in Section 2.2 above, the one (1) time decrease to Contract Quantity if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity, the one (1) time increase to Contract Quantity, and the annual option to decrease Contract Quantity), (c) changes that may affect the generation profile of the Facility, (d) changes that may affect the ability to accurately measure the output of Product from the Facility, (e) changes to the Fuel Use description provided in Section B(xi) of the Cover Sheet, or a change to the selection as to whether the Facility will use fuel for Station Use that is not from a Fuel Resource Category provided in Section B(xii) of the Cover Sheet, and (f) changes that conflict with elections, information or requirements specified elsewhere in this Agreement (other than, to the extent not covered by clauses (a) through (e) in this Section 5.14, as specified in the Cover Sheet). Material modifications or alterations do not include maintenance and repairs performed in accordance with Prudent Electrical Practices. Seller shall provide to Buyer Notice not less than ninety (90) days before any proposed repowering, modification or alteration occurs describing the repowering, modification or alteration to Buyer's reasonable satisfaction and, if subject to Buyer's consent pursuant to this Section 5.14, seeking Buyer's written consent."

3. Section 11.1 entitled General shall be amended by adding the following to the end of such Section directly after the equation:

“Notwithstanding the foregoing, for the first two (2) consecutive Contract Years of the Delivery Term, the Guaranteed Energy Production shall be calculated by replacing “one hundred eighty percent (180%)” with “one hundred forty percent (140%)” and “180%” with “140%” in this Section 11.1.

For the avoidance of doubt, the second Performance Measurement Period (Contract Year 2 and 3) and subsequent Performance Measurement Periods for the remainder of the Delivery Term, the Guaranteed Energy Production shall be calculated by the following formula:

$$\text{Guaranteed Energy Production} = 180\% \times \text{average of the Contract Quantity over the Performance Measurement Period in MWh} \times [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]$$

4. Section 14.2.1 entitled Determining Seller’s Liability for Forecasting Penalties shall be amended by adding the following to the end of such Section:

“Notwithstanding the foregoing sentence, the Seller shall not be liable for the Forecasting Penalty during Contract Year 1.”

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

III. Miscellaneous

(1) Entire Agreement. This First 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 First 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 First Amendment, the terms of the First Amendment shall control. From and after the First 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 First Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this First Amendment.

(4) Governing Law; Dispute Resolution; Release of Information. This First 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 First 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 First 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 First Amendment. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this First 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 First Amendment or the Agreement.

(6) Successors and Assigns. This First 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 First Amendment shall be given in accordance with the terms of the Agreement.

(8) Counterparts; Electronic Signatures. The First 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 ESIGN 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 First Amendment to be duly executed by its authorized representative as of the dates provided below: By signing this First Amendment, the representatives of the Parties warrant that they have requisite authority to bind their respective entities.

COLLINS PINE COMPANY,
an Oregon corporation

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Signature: 
Name: Robert Fletcher
Title: Comanager
Date: 5/3/2021

Signature: 
Name: Don Howerton
Title: Director, Structured Energy Transactions
Date: 5/3/2021

Advice 6605-E
May 24, 2022

Attachment 10

First Amendment with West Coast Waste Co., Inc

**FIRST AMENDMENT TO THE AMENDED BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND
WEST COAST WASTE CO., INC.**

THIS FIRST AMENDMENT (“First Amendment”) to the Agreement (as defined below) is entered into by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E” or “Buyer”) and West Coast Waste Co., Inc. (“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 First Amendment shall become effective as of the First 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 Amended Bioenergy Market Adjusting Tariff Power Purchase Agreement, dated August 26, 2020 (as may be amended from time to time, the “Agreement”) (PG&E Log No. 33R487BIO); 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 is interested in entering into an 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 First Amendment in order 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 First 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) ~~twenty-four (24)~~ months after the Execution Date; provided that the Guaranteed Commercial

Operation Date may be extended to no later than the date that is ~~thirty (30)~~ forty-two (42) months after the Execution Date for the following reasons (“Permitted Extensions”):”

2. Section 2.2 entitled Contract Quantity shall be deleted in its entirety and replaced with the following:

“2.2. Contract Quantity. The “Contract Quantity” during each Contract Year is the amount set forth for the applicable Contract Year in the “Delivery Term Contract Quantity Schedule”, set forth in the Cover Sheet, which amount is net of Station Use, and, for Excess Sale arrangements, Site Host Load.

2.2.1. One-Time and Annual Option to Decrease Contract Quantity. Seller shall have the option to decrease the Contract Quantity for any or all future Contract Years as provided herein: (a) one (1) time during the Delivery Term if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity by providing Notice to Buyer of such decrease within ten (10) Business Days of Buyer’s Notice of such adjustment to the Contract Capacity or the date of the Engineer Report, as applicable; and (b) one (1) time each Contract Year by providing Notice to the Buyer of such decrease at least ninety (90) days prior to the start of the Contract Year for which the decrease applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

2.2.2. One-Time Option to Increase Contract Quantity. Seller shall have a one (1) time option to be exercised only during either Contract Year 1 or Contract Year 2 of the Delivery Term to increase the Contract Quantity for any or all future Contract Years by providing Notice to Buyer of such increase at least ninety (90) days prior to the start of the Contract Year for which the increase applies. The adjusted amount shall thereafter be deemed to be the “Contract Quantity” for the applicable Contract Year(s) in the Delivery Term Contract Quantity Schedule.

Such Seller Notices with respect to the decrease or increase in the Contract Quantity pursuant to Section 2.2.1 or 2.2.2 shall contain an updated Delivery Term Contract Quantity Schedule and confirmation that Seller shall take action to update its forecasting Schedules pursuant to Appendix D.”

3. Section 5.14 entitled Modifications to Facility shall be deleted in its entirety and replaced with the following:

“5.14. Modifications to Facility. From the Execution Date and throughout the Delivery Term, Seller shall not repower or materially modify or alter the Facility without the written consent of Buyer, which written consent is at Buyer’s sole discretion. Material modifications or alterations include, but are not limited to, (a) movement of the Site, (b) changes that may increase or decrease the expected output of the Facility (other than the following, each as provided in Section 2.2 above, the one (1) time decrease to Contract Quantity if the Contract Capacity is adjusted based on the Demonstrated Contract Capacity, the one (1) time increase to Contract Quantity, and the annual option to decrease Contract Quantity), (c) changes that may affect the generation profile of the Facility, (d) changes that may affect the ability to accurately measure the output of Product from the Facility, (e) changes to the Fuel Use description provided in Section B(xi) of the Cover Sheet, or a change to the selection as to whether the Facility will use fuel for Station Use that is not from a Fuel Resource Category provided in Section B(xii) of the Cover Sheet, and (f) changes that conflict with elections, information or requirements specified

elsewhere in this Agreement (other than, to the extent not covered by clauses (a) through (e) in this Section 5.14, as specified in the Cover Sheet). Material modifications or alterations do not include maintenance and repairs performed in accordance with Prudent Electrical Practices. Seller shall provide to Buyer Notice not less than ninety (90) days before any proposed repowering, modification or alteration occurs describing the repowering, modification or alteration to Buyer's reasonable satisfaction and, if subject to Buyer's consent pursuant to this Section 5.14, seeking Buyer's written consent."

4. Section 11.1 entitled General shall be amended by adding the following to the end of such Section directly after the equation:

"Notwithstanding the foregoing, for the first two (2) consecutive Contract Years of the Delivery Term, the Guaranteed Energy Production shall be calculated by replacing "one hundred eighty percent (180%)" with "one hundred forty percent (140%)" and "180%" with "140%" in this Section 11.1.

For the avoidance of doubt, the second Performance Measurement Period (Contract Year 2 and 3) and subsequent Performance Measurement Periods for the remainder of the Delivery Term, the Guaranteed Energy Production shall be calculated by the following formula:

$$\text{Guaranteed Energy Production} = 180\% \times \text{average of the Contract Quantity over the Performance Measurement Period in MWh} \times [(\text{Hours in Performance Measurement Period} - \text{Seller Excuse Hours}) / \text{Hours in Performance Measurement Period}]$$

5. Section 14.2.1 entitled Determining Seller's Liability for Forecasting Penalties shall be amended by adding the following to the end of such Section:

"Notwithstanding the foregoing sentence, the Seller shall not be liable for the Forecasting Penalty during Contract Year 1."

6. In Appendix A, the definition for "Telemetry System" is deleted in its entirety and replaced with the following:

"Telemetry System" means a system of electronic components that (a) collects all required telemetry in accordance with the applicable interconnection tariff, as well as all relevant telemetry requirements as set by the CAISO and applicable interconnection tariffs, standards, guidance documents, or as required in an interconnection study or review process, and Buyer operational requirements and (b) communicates this telemetry to the CAISO and Buyer as required by applicable tariff or this Agreement. The Telemetry System does not include other components of the Facility that do not collect or communicate such required telemetry, including but not limited to, Seller's system control and data acquisition systems.

7. Appendix E shall be amended by incorporating the following changes as shown below with underlining and strike-out:

Telemetry System.

Seller shall install and maintain a Telemetry System at the Facility, as required by the applicable interconnection tariff. For the avoidance of doubt, Seller must follow all relevant telemetry requirements as set by the CAISO and applicable interconnection tariffs, standards, guidance documents, or as required in an interconnection study or review process.

~~The above mentioned connections and data transfer~~ The Telemetry System must be included in the systems engineering tasks as a part of the construction of the Facility, and must be fully functional before Commercial Operation Date.

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

III. Miscellaneous

(1) Entire Agreement. This First 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 First 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 First Amendment, the terms of the First Amendment shall control. From and after the First 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 First Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this First Amendment.

(4) Governing Law; Dispute Resolution; Release of Information. This First 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 First 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 First 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 First Amendment. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this First 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 First Amendment or the Agreement.

(6) Successors and Assigns. This First 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 First Amendment shall be given in accordance with the terms of the Agreement.

(8) Counterparts; Electronic Signatures. The First 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 ESIGN 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 First Amendment to be duly executed by its authorized representative as of the dates provided below: By signing this First Amendment, the representatives of the Parties warrant that they have requisite authority to bind their respective entities.

WEST COAST WASTE CO., INC.,
a California corporation

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Signature: 
Name: Denise Saklani
Title: President
Date: 6/10/21

Signature: 
Name: Don Howerton
Title: Director, Structured Energy Transactions
Date: 6/11/21

Advice 6605-E
May 24, 2022

Attachment 11

**First Amendment with Combined Solar Technologies,
Inc.**

**FIRST AMENDMENT TO AMENDED THE BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND
COMBINED SOLAR TECHNOLOGIES, INC.**

THIS FIRST AMENDMENT (“First Amendment”) to the Agreement (as defined below) is entered into by and between PACIFIC GAS AND ELECTRIC COMPANY (“PG&E” or “Buyer”) and Combined Solar Technologies, Inc. (“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 First Amendment shall become effective as of the First 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 Amended Bioenergy Market Adjusting Tariff Power Purchase Agreement, dated March 16, 2021 (as may be amended from time to time, the “Agreement”) (PG&E Log No. 33R500BIO); 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, the Parties seek to modify the Agreement through this First Amendment in order to incorporate certain revisions pursuant to D. 20-08-043 and AL 6311-E.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements set forth in this First 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 1.2.1 shall be deleted in its entirety and replaced with the following:

“1.2.1 In order to request a Permitting Delay or Transmission Delay (individually and collectively, “Delay”), Seller shall provide Buyer with Notice of the requested Delay by the earlier of (a) the date that is thirty-four (34) months after the Execution Date and (b) within three (3) Business Days of the date that Seller becomes aware of, or reasonably should have become aware of, the circumstances giving rise for the applicable Delay, which Notice must clearly identify the Delay being requested and include information necessary for Buyer to verify the qualification of the Delay, including any information requested pursuant to Section 1.1.4 Buyer

shall use reasonable discretion to grant or deny the requested extension, and shall provide Seller Notice of its decision within ten (10) Business Days of Notice from Seller.”

2. Section 5.2.1 shall be deleted in its entirety and replaced with the following:

“5.2.1. All output from the Project must be delivered through a single CAISO revenue meter. The CAISO revenue meter shall be located on the high-voltage side of the Project’s final step-up transformer nearest to the Interconnection Point (“High-voltage Side Metering”), and that meter must be dedicated exclusively to the Project; provided that, if the CAISO does not permit a revenue meter for the Facility, the Buyer shall specify a revenue quality meter for the Facility. All Product purchased under this Agreement must be measured by the Project’s CAISO revenue meter, or the revenue quality meter specified by Buyer, to be eligible for payment under this Agreement. Seller shall bear all costs relating to all metering equipment installed to accommodate the Project.”

3. Section 13.10 shall be deleted in its entirety and replaced with the following:

“13.10 Permit Termination Right. Either Party has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given, if Seller has not obtained permits necessary for the construction and operation of the Project within thirty-four (34) months after the Execution Date and a Notice of termination is given on or before the end of the thirty-fifth (35th) month after the Execution Date; provided that prior to any termination by Seller under this Section 13.10, Seller must have taken all commercially reasonable actions (including but not limited to Seller’s timely filing of required documents and payment of all applicable fees) to obtain such permits.

4. Section 18.3 shall be deleted in its entirety and replaced with the following:

“18.3 Arbitration Initiation. If the dispute cannot be resolved by negotiation as set forth in Section 18.2 above, then the Parties shall resolve such controversy through arbitration (“Arbitration”). The Arbitration shall be adjudicated by one retired judge or justice from the JAMS panel. The Arbitration shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS’ Commercial Arbitration Rules. If the Parties cannot mutually agree on the arbitrator who will adjudicate the dispute, then JAMS shall provide the Parties with an arbitrator pursuant to its then-applicable Commercial Arbitration Rules. The arbitrator shall have no affiliation with, financial or other interest in, or prior employment with either Party and shall be knowledgeable in the field of the dispute. Either Party may initiate Arbitration by filing with the JAMS a notice of intent to arbitrate at any time following the unsuccessful conclusion of the management negotiations provided for in Section 18.2.

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

III. Miscellaneous

(1) Entire Agreement. This First 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 First 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 First Amendment, the terms of the First Amendment shall control. From and after the First 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 First Amendment. The rules of interpretation set forth in the Agreement shall also apply to the interpretation of this First Amendment.

(4) Governing Law; Dispute Resolution; Release of Information. This First 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 First 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 First 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 First Amendment. Any term and provision of this First Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. If any provision of this First 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 First Amendment or the Agreement.

(6) Successors and Assigns. This First 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 First Amendment shall be given in accordance with the terms of the Agreement.

(8) Counterparts; Electronic Signatures. The First 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 ESIGN 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.

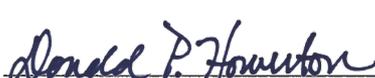
AUTHORIZED EXECUTION

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

**COMBINED SOLAR TECHNOLOGIES, INC.,
a Delaware corporation**

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

Signature: 

Signature: 

Name: FRANK SCHUBERT

Name: Don Howerton

Title: CEO

Title: Director, Structured Energy Transactions

Date: 10/21/2021

Date: 10/21/2021

Advice 6605-E
May 24, 2022

Attachment 12

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

**SECOND AMENDMENT TO THE BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND
BLUE MOUNTAIN ELECTRIC COMPANY 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 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 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 1, 2021 (the Bioenergy Market Adjusting Tariff Power Purchase Agreement, as amended by the First 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 an 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 incorporate certain revisions pursuant to D. 20-08-043 and AL 6311-E.

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

“1.2.1 In order to request a Permitting Delay or Transmission Delay (individually and collectively, “Delay”), Seller shall provide Buyer with Notice of the requested Delay by the earlier of (a) the date that is thirty-four (34) months after the Interconnection Study Completion Date and (b) within three (3) Business Days of the date that Seller becomes aware of, or

reasonably should have become aware of, the circumstances giving rise for the applicable Delay, which Notice must clearly identify the Delay being requested and include information necessary for Buyer to verify the qualification of the Delay, including any information requested pursuant to Section 1.1.4 Buyer shall use reasonable discretion to grant or deny the requested extension, and shall provide Seller Notice of its decision within ten (10) Business Days of Notice from Seller.”

2. Section 13.10 shall be deleted in its entirety and replaced with the following:

“13.10 Permit Termination Right. Either Party has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given, if Seller has not obtained permits necessary for the construction and operation of the Project within thirty-four (34) months after the Interconnection Study Completion Date and a Notice of termination is given on or before the end of the thirty-fifth (35th) month after the Interconnection Study Completion Date; provided that prior to any termination by Seller under this Section 13.10, Seller must have taken all commercially reasonable actions (including but not limited to Seller’s timely filing of required documents and payment of all applicable fees) to obtain such permits.

3. Section 18.3 shall be deleted in its entirety and replaced with the following:

“18.3 Arbitration Initiation. If the dispute cannot be resolved by negotiation as set forth in Section 18.2 above, then the Parties shall resolve such controversy through arbitration (“Arbitration”). The Arbitration shall be adjudicated by one retired judge or justice from the JAMS panel. The Arbitration shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS’ Commercial Arbitration Rules. If the Parties cannot mutually agree on the arbitrator who will adjudicate the dispute, then JAMS shall provide the Parties with an arbitrator pursuant to its then-applicable Commercial Arbitration Rules. The arbitrator shall have no affiliation with, financial or other interest in, or prior employment with either Party and shall be knowledgeable in the field of the dispute. Either Party may initiate Arbitration by filing with the JAMS a notice of intent to arbitrate at any time following the unsuccessful conclusion of the management negotiations provided for in Section 18.2.

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.

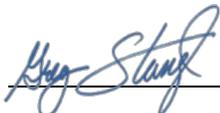
(8) Counterparts; Electronic Signatures. The Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by electronic mail (including pdf or any electronic signature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

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

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

Signature: 

Signature: 

Name: Gregory John Stangl

Name: Don Howerton

Title: CEO

Title: Director, Structured Energy Transactions

Date: 2 November 2021

Date: November 3, 2021

Advice 6605-E
May 24, 2022

Attachment 13

Second Amendment with Hat Creek Bioenergy, LLC

**SECOND AMENDMENT TO THE BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND
HAT CREEK BIOENERGY, 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 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 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 3, 2021 (the Bioenergy Market Adjusting Tariff Power Purchase Agreement, as amended by the First 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 an 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 incorporate certain revisions pursuant to D. 20-08-043 and AL 6311-E.

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

“1.2.1 In order to request a Permitting Delay or Transmission Delay (individually and collectively, “Delay”), Seller shall provide Buyer with Notice of the requested Delay by the earlier of (a) the date that is thirty-four (34) months after the Interconnection Study Completion Date and (b) within three (3) Business Days of the date that Seller becomes aware of, or

reasonably should have become aware of, the circumstances giving rise for the applicable Delay, which Notice must clearly identify the Delay being requested and include information necessary for Buyer to verify the qualification of the Delay, including any information requested pursuant to Section 1.1.4 Buyer shall use reasonable discretion to grant or deny the requested extension, and shall provide Seller Notice of its decision within ten (10) Business Days of Notice from Seller.”

2. Section 13.10 shall be deleted in its entirety and replaced with the following:

“13.10 Permit Termination Right. Either Party has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given, if Seller has not obtained permits necessary for the construction and operation of the Project within thirty-four (34) months after the Interconnection Study Completion Date and a Notice of termination is given on or before the end of the thirty-fifth (35th) month after the Interconnection Study Completion Date; provided that prior to any termination by Seller under this Section 13.10, Seller must have taken all commercially reasonable actions (including but not limited to Seller’s timely filing of required documents and payment of all applicable fees) to obtain such permits.

3. Section 18.3 shall be deleted in its entirety and replaced with the following:

“18.3 Arbitration Initiation. If the dispute cannot be resolved by negotiation as set forth in Section 18.2 above, then the Parties shall resolve such controversy through arbitration (“Arbitration”). The Arbitration shall be adjudicated by one retired judge or justice from the JAMS panel. The Arbitration shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS’ Commercial Arbitration Rules. If the Parties cannot mutually agree on the arbitrator who will adjudicate the dispute, then JAMS shall provide the Parties with an arbitrator pursuant to its then-applicable Commercial Arbitration Rules. The arbitrator shall have no affiliation with, financial or other interest in, or prior employment with either Party and shall be knowledgeable in the field of the dispute. Either Party may initiate Arbitration by filing with the JAMS a notice of intent to arbitrate at any time following the unsuccessful conclusion of the management negotiations provided for in Section 18.2.

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.

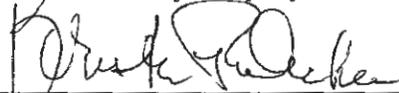
AUTHORIZED EXECUTION

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.

HAT CREEK BIOENERGY, LLC,
a California limited liability company

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Signature: _____



Signature: _____



Name: _____

KRISTIN DECKER

Name: Don Howerton

Title: _____

CFO

Title: Director, Structured Energy Transactions

Date: _____

10/29/21

Date: 11/2/21

Advice 6605-E
May 24, 2022

Attachment 14

Second Amendment with PatMar Land Co., LLC

**SECOND AMENDMENT TO THE AMENDED BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND
PATMAR LAND CO., 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 PatMar Land Co., 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 Amended certain Bioenergy Market Adjusting Tariff Power Purchase Agreement, dated May 8, 2019 and the First Amendment, dated May 6, 2021 (the Amended Bioenergy Market Adjusting Tariff Power Purchase Agreement, as amended by the First Amendment, being the “Agreement”) (PG&E Log No. 33R470BIO); 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 an 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 incorporate certain revisions pursuant to D. 20-08-043 and AL 6311-E.

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

“1.2.1 In order to request a Permitting Delay or Transmission Delay (individually and collectively, “Delay”), Seller shall provide Buyer with Notice of the requested Delay by the earlier of (a) the date that is thirty-four (34) months after the Execution Date and (b) within three (3) Business Days of the date that Seller becomes aware of, or reasonably should have become

aware of, the circumstances giving rise for the applicable Delay, which Notice must clearly identify the Delay being requested and include information necessary for Buyer to verify the qualification of the Delay, including any information requested pursuant to Section 1.1.4 Buyer shall use reasonable discretion to grant or deny the requested extension, and shall provide Seller Notice of its decision within ten (10) Business Days of Notice from Seller.”

2. Section 13.10 shall be deleted in its entirety and replaced with the following:

“13.10 Permit Termination Right. Either Party has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given, if Seller has not obtained permits necessary for the construction and operation of the Project within thirty-four (34) months after the Execution Date and a Notice of termination is given on or before the end of the thirty-fifth (35th) month after the Execution Date; provided that prior to any termination by Seller under this Section 13.10, Seller must have taken all commercially reasonable actions (including but not limited to Seller’s timely filing of required documents and payment of all applicable fees) to obtain such permits.

3. Section 18.3 shall be deleted in its entirety and replaced with the following:

“18.3 Arbitration Initiation. If the dispute cannot be resolved by negotiation as set forth in Section 18.2 above, then the Parties shall resolve such controversy through arbitration (“Arbitration”). The Arbitration shall be adjudicated by one retired judge or justice from the JAMS panel. The Arbitration shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS’ Commercial Arbitration Rules. If the Parties cannot mutually agree on the arbitrator who will adjudicate the dispute, then JAMS shall provide the Parties with an arbitrator pursuant to its then-applicable Commercial Arbitration Rules. The arbitrator shall have no affiliation with, financial or other interest in, or prior employment with either Party and shall be knowledgeable in the field of the dispute. Either Party may initiate Arbitration by filing with the JAMS a notice of intent to arbitrate at any time following the unsuccessful conclusion of the management negotiations provided for in Section 18.2.

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 ESIGN 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.

PATMAR LAND CO., LLC,
a California limited liability company

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Signature: Patrick Maddox
Name: Patrick Maddox
Title: OWNER
Date: 11/8/21

Signature: Donald P. Howerton
Name: Don Howerton
Title: Director, Structured Energy Transactions
Date: 11/8/2021

Advice 6605-E
May 24, 2022

Attachment 15

**Second Amendment with ACC Renewable Resources,
LLC**

**SECOND AMENDMENT TO THE AMENDED BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND
ACC RENEWABLE RESOURCES, 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 ACC Renewable Resources, 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 Amended Bioenergy Market Adjusting Tariff Power Purchase Agreement, dated July 10, 2019 and the First Amendment, dated April 13, 2021 (the Amended Bioenergy Market Adjusting Tariff Power Purchase Agreement, as amended by the First Amendment, being the “Agreement”) (PG&E Log No. 33R479BIO); 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 an 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 incorporate certain revisions pursuant to D. 20-08-043 and AL 6311-E.

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

“1.2.1 In order to request a Permitting Delay or Transmission Delay (individually and collectively, “Delay”), Seller shall provide Buyer with Notice of the requested Delay by the earlier of (a) the date that is thirty-four (34) months after the Execution Date and (b) within three (3) Business Days of the date that Seller becomes aware of, or reasonably should have become

aware of, the circumstances giving rise for the applicable Delay, which Notice must clearly identify the Delay being requested and include information necessary for Buyer to verify the qualification of the Delay, including any information requested pursuant to Section 1.1.4 Buyer shall use reasonable discretion to grant or deny the requested extension, and shall provide Seller Notice of its decision within ten (10) Business Days of Notice from Seller.”

2. Section 13.10 shall be deleted in its entirety and replaced with the following:

“13.10 Permit Termination Right. Either Party has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given, if Seller has not obtained permits necessary for the construction and operation of the Project within thirty-four (34) months after the Execution Date and a Notice of termination is given on or before the end of the thirty-fifth (35th) month after the Execution Date; provided that prior to any termination by Seller under this Section 13.10, Seller must have taken all commercially reasonable actions (including but not limited to Seller’s timely filing of required documents and payment of all applicable fees) to obtain such permits.

3. Section 18.3 shall be deleted in its entirety and replaced with the following:

“18.3 Arbitration Initiation. If the dispute cannot be resolved by negotiation as set forth in Section 18.2 above, then the Parties shall resolve such controversy through arbitration (“Arbitration”). The Arbitration shall be adjudicated by one retired judge or justice from the JAMS panel. The Arbitration shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS’ Commercial Arbitration Rules. If the Parties cannot mutually agree on the arbitrator who will adjudicate the dispute, then JAMS shall provide the Parties with an arbitrator pursuant to its then-applicable Commercial Arbitration Rules. The arbitrator shall have no affiliation with, financial or other interest in, or prior employment with either Party and shall be knowledgeable in the field of the dispute. Either Party may initiate Arbitration by filing with the JAMS a notice of intent to arbitrate at any time following the unsuccessful conclusion of the management negotiations provided for in Section 18.2.

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 ESIGN 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.

ACC RENEWABLE RESOURCES, LLC,
a California limited liability company

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Signature: 

Signature: 

Name: Robert D. Watts

Name: Don Howerton

Title: Special Advisor to Board of Directors

Title: Director, Structured Energy Transactions

Date: 10/21/2021

Date: 10/26/2021

Advice 6605-E
May 24, 2022

Attachment 16

Second Amendment with West Coast Waste Co., Inc

**SECOND AMENDMENT TO THE AMENDED BIOENERGY MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
BETWEEN PACIFIC GAS AND ELECTRIC COMPANY AND
WEST COAST WASTE CO., INC.**

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 West Coast Waste Co., Inc. (“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 Amended Bioenergy Market Adjusting Tariff Power Purchase Agreement, dated August 26, 2020 and the First Amendment, dated June 11, 2021 (the Amended Bioenergy Market Adjusting Tariff Power Purchase Agreement, as amended by the First Amendment, being the “Agreement”) (PG&E Log No. 33R487BIO); 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 an 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 incorporate certain revisions pursuant to D. 20-08-043 and AL 6311-E.

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

“1.2.1 In order to request a Permitting Delay or Transmission Delay (individually and collectively, “Delay”), Seller shall provide Buyer with Notice of the requested Delay by the earlier of (a) the date that is thirty-four (34) months after the Execution Date and (b) within three (3) Business Days of the date that Seller becomes aware of, or reasonably should have become

aware of, the circumstances giving rise for the applicable Delay, which Notice must clearly identify the Delay being requested and include information necessary for Buyer to verify the qualification of the Delay, including any information requested pursuant to Section 1.1.4 Buyer shall use reasonable discretion to grant or deny the requested extension, and shall provide Seller Notice of its decision within ten (10) Business Days of Notice from Seller.”

2. Section 13.10 shall be deleted in its entirety and replaced with the following:

“13.10 Permit Termination Right. Either Party has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given, if Seller has not obtained permits necessary for the construction and operation of the Project within thirty-four (34) months after the Execution Date and a Notice of termination is given on or before the end of the thirty-fifth (35th) month after the Execution Date; provided that prior to any termination by Seller under this Section 13.10, Seller must have taken all commercially reasonable actions (including but not limited to Seller’s timely filing of required documents and payment of all applicable fees) to obtain such permits.

3. Section 18.3 shall be deleted in its entirety and replaced with the following:

“18.3 Arbitration Initiation. If the dispute cannot be resolved by negotiation as set forth in Section 18.2 above, then the Parties shall resolve such controversy through arbitration (“Arbitration”). The Arbitration shall be adjudicated by one retired judge or justice from the JAMS panel. The Arbitration shall take place in San Francisco, California, and shall be administered by and in accordance with JAMS’ Commercial Arbitration Rules. If the Parties cannot mutually agree on the arbitrator who will adjudicate the dispute, then JAMS shall provide the Parties with an arbitrator pursuant to its then-applicable Commercial Arbitration Rules. The arbitrator shall have no affiliation with, financial or other interest in, or prior employment with either Party and shall be knowledgeable in the field of the dispute. Either Party may initiate Arbitration by filing with the JAMS a notice of intent to arbitrate at any time following the unsuccessful conclusion of the management negotiations provided for in Section 18.2.

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 ESIGN 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.

WEST COAST WASTE CO., INC.,
a California corporation

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Signature: _____



Signature: _____



Name: _____

Dennis Balakrishnan

Name: _____

Don Howerton

Title: _____

President

Title: _____

Director, Structured Energy Transactions

Date: _____

11/9/21

Date: _____

11/15/2021

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

AT&T
Albion Power Company

Alta Power Group, LLC
Anderson & Poole

Atlas ReFuel
BART

Barkovich & Yap, Inc.
Braun Blasing Smith Wynne, P.C.
California Cotton Ginners & Growers Assn
California Energy Commission

California Hub for Energy Efficiency
Financing

California Alternative Energy and
Advanced Transportation Financing
Authority
California Public Utilities Commission
Calpine

Cameron-Daniel, P.C.
Casner, Steve
Center for Biological Diversity

Chevron Pipeline and Power
City of Palo Alto

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

East Bay Community Energy Ellison
Schneider & Harris LLP
Engineers and Scientists of California

GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz &
Ritchie
Green Power Institute
Hanna & Morton
ICF
International Power Technology

Intertie

Intestate Gas Services, Inc.
Kelly Group
Ken Bohn Consulting
Keyes & Fox LLP
Leviton Manufacturing Co., Inc.

Los Angeles County Integrated
Waste Management Task Force
MRW & Associates
Manatt Phelps Phillips
Marin Energy Authority
McClintock IP
McKenzie & Associates

Modesto Irrigation District
NLine Energy, Inc.
NRG Solar

OnGrid Solar
Pacific Gas and Electric Company
Peninsula Clean Energy

Pioneer Community Energy

Public Advocates Office

Redwood Coast Energy Authority
Regulatory & Cogeneration Service, Inc.
SCD Energy Solutions
San Diego Gas & Electric Company

SPURR
San Francisco Water Power and Sewer
Sempra Utilities

Sierra Telephone Company, Inc.
Southern California Edison Company
Southern California Gas Company
Spark Energy
Sun Light & Power
Sunshine Design
Stoel Rives LLP

Tecogen, Inc.
TerraVerde Renewable Partners
Tiger Natural Gas, Inc.

TransCanada
Utility Cost Management
Utility Power Solutions
Water and Energy Consulting Wellhead
Electric Company
Western Manufactured Housing
Communities Association (WMA)
Yep Energy