FILED
05-04-11
04:59 PM

# RENEWABLES PORTFOLIO STANDARD

# 2011 SOLICITATION PROTOCOL

Pacific Gas and Electric Company®

**May 4, 2011**
***(Compliance Filing)***

# TABLE OF CONTENTS


| SECTION | | PAGE |
|---|---|---|
| I. | INTRODUCTION | 1 |
| II. | SOLICITATION SCHEDULE AND APPROVAL PROCESS | 4 |
| III. | SOLICITATION GOALS | 6 |
| IV. | ELIGIBILITY REQUIREMENTS | 10 |
| V. | TERMS FOR RFO PARTICIPATION | 14 |
| VI. | OVERVIEW OF ATTACHMENTS | 17 |
| VII. | CREDIT/COLLATERAL REQUIREMENTS UPON PPA OR PSA EXECUTION | 18 |
| VIII. | REQUIRED INFORMATION | 20 |
| IX. | OFFER PRICING | 29 |
| X. | TRANSMISSION | 31 |
| XI. | EVALUATION OF OFFERS | 39 |
| XII. | CONFIDENTIALITY/SARBANES-OXLEY DISCLOSURE | 43 |
| XIII. | PROCUREMENT REVIEW GROUP REVIEW | 45 |
| XIV. | SHORTLIST NOTIFICATION TO PARTICIPANTS | 45 |
| XV. | EXECUTION OF AGREEMENT | 46 |
| XVI. | REGULATORY APPROVAL | 46 |
| XVII. | DISPUTE RESOLUTION | 46 |
| XVIII. | TERMINATION OF THE SOLICITATION – RELATED MATTERS | 47 |
| XIX. | FERC ORDER No. 717 NOTICE | 48 |
| XX. | SHORT TERM OFFERS | 48 |
| XXI. | REC-ONLY OFFERS | 51 |

## LIST OF ATTACHMENTS


Attachment A: RPS Solicitation Protocol Terms and Conditions

Attachment B: Form of Letter of Credit

Attachment C: Bidders' Conference Registration Form

Attachment D: Offer Forms

Attachment E: Participant Credit-Related Information Form

Attachment F: FERC Order No. 717 Waiver

Attachment G: Confidentiality Agreement

Attachment H: Forms of Power Purchase Agreements and Purchase and Sale Agreement

Attachment I: Detailed Term Sheet

Attachment J: Key Commercial Terms of Renewable Power Purchase and Sale Agreement for Renewable Generating Facility

Attachment K: Detailed Least Cost Best Fit Evaluation Criteria

Attachment L: Supplier Diversity Questionnaire

Attachment M: CHP Facility Information

Attachment N: Request for Taxpayer ID Number (W-9)

# I. INTRODUCTION

## A. Implementation of California Renewables Portfolio Standard Program

The California Renewables Portfolio Standard Program ("RPS Program") was established by California Senate Bill 1078, effective January 1, 2003.[1] The RPS Program requires that a retail seller of electricity such as Pacific Gas and Electric Company (PG&E or Utility) purchase a certain percentage of electricity generated from Eligible Renewable Resources (ERR) by increasing its total procurement of ERR generation by at least 1 percent of annual retail sales per year so that in 2010, 20 percent of its retail sales were supplied by ERRs. An ERR is a facility that has been certified by the California Energy Commission (CEC)[2] as meeting the applicable criteria set forth in Public Utilities Code Section 399.12 subdivision (c). This RPS Solicitation Protocol describes the process by which PG&E seeks, evaluates, and accepts Participant's offers to provide electricity from ERRs in order to satisfy PG&E's RPS requirements.

## B. Solicitation Overview

PG&E requests that interested parties that meet the criteria established in this document (the "Solicitation Protocol") submit, in accordance with the directions in this Solicitation Protocol, one or more offers (each an "Offer") to sell to PG&E the Product, as defined below, generated by existing ERRs, planned ERRs, or Sites for ERR development. For purposes of this Solicitation Protocol, (i) the term "Project" refers to the ERR described in an Offer and (ii) the term "Site" refers to new or existing sites controlled by the Participant, with land rights assigned to or purchased by PG&E as part of the acquisition, as further discussed in Section III.D.2(c). The electricity generated by a Project, together with all capacity and any other attributes required by the California Public Utilities Commission (CPUC or Commission) and/or the CEC to count the electricity toward PG&E's RPS compliance requirements, is called the "Product." An entity submitting an Offer in response to the Solicitation Protocol is hereby defined as a "Participant."

As explained more fully below, PG&E is seeking Offers to: (a) procure Products under a power purchase agreement, (b) enter into a power purchase agreement with an option to purchase the Project at a date(s) identified in the offer, (c) purchase a Project pursuant to purchase and sale agreement, (d) purchase of Site for development of a Project, or (e) procure renewable energy credits (RECs).

Because market conditions may be different for existing ERRs selling Product for terms of less than five years, exceptions have been made to accommodate Short Term Offers. Interested Participants should review Section XX for specific Short Term Offer protocol terms.

PG&E will evaluate the Offers and then select those Offers that meet the evaluation criteria established herein for (i) further discussion and negotiation of the Offer terms or (ii) acceptance of the Offer, subject to CPUC approval (the "Shortlist" of Offers or "Shortlisted" Offers). Short

---

[1] See Cal. Pub. Util. Code §§ 399.11-399.20 and Cal. Pub. Res. Code §§ 25740-25751.

[2] "CEC" is the State of California Energy Resources Conservation and Development Commission, a.k.a. California Energy Commission.

Term Offers and Tradeable Renewable Energy Credits (REC) may be compared with bids offering similar Products, and may be ranked on a separate Shortlist.

If an Offer is not included on the Shortlist, it means the Participant or the Offer itself has not met the Solicitation Protocol criteria and the Offer will not be entitled to further consideration by PG&E for this Solicitation.

A Participant should prepare each Offer with the understanding that: (i) each Offer is a binding offer in accordance with Section V.A., "Binding and Exclusive Nature of Offer," and (ii) the result of a successful discussion and negotiation with PG&E or acceptance of an Offer without modification would mean entering into (a) a power purchase agreement with PG&E using Attachment H1 Form of Power Purchase Agreement (PPA), Attachment H2 REC plus Firm Energy Agreement, or Attachment H3 Form of Purchase and Sale Agreement for Renewable Energy Credits, (b) a term sheet agreement with respect to PG&E's ownership of a generating facility, as set forth in Attachment J - Key Commercial Terms of Renewable Power Purchase and Sale Agreement for Renewable Generating Facility, ("PSA Term Sheet"), or (c) an agreement to be developed for PG&E's purchase of a Site for development of a Project ("Site Agreement"). For purposes of this Solicitation Protocol, use of the term "Agreement" refers to the agreement between PG&E and Participant resulting from this Solicitation and based on the PPA, PSA Term Sheet, Site Agreement, or Purchase and Sale Agreement for RECs. Please refer to Section VI for details regarding the PPA and Term Sheets.

Each Participant is solely responsible for all its expenses related to its Offer or any other expenses incurred in connection with this Solicitation. PG&E agrees, and requires that each Participant agree, to act in good faith in its performance of obligations under this Solicitation Protocol and, in each case in which PG&E's or Participant's consent or agreement is required or requested hereunder, such consent or agreement shall not be unreasonably withheld or delayed.

PG&E is conducting a separate solicitation for projects proposed as a part of PG&E's Photovoltaic (PV) Program approved in CPUC Decision (D.) 10-04-052. The solicitation process and evaluation criteria for PG&E's PV Program for PPAs is outlined in Advice Letter 3786-E, which was approved by the CPUC on February 1, 2011. The PV Program solicitation is separate from the 2011 RPS solicitation.

### C. No Guarantee of Offer or Agreement

PG&E welcomes Offers under this Solicitation and anticipates executing Agreements, as it has done in the previous seven (7) solicitations under the RPS Program. However, PG&E's request for Offers through the publication of this Solicitation Protocol does not constitute an offer to buy and creates no obligation to execute any Agreement as a consequence of this Solicitation. PG&E shall retain the sole discretion to reject any Offer at any time on the ground that it does not conform to the terms and conditions of this Solicitation Protocol. PG&E also retains the discretion, at any time, in its sole judgment, to: (a) reject any Offer on the basis that it does not provide sufficient customer benefit or that it would impose conditions that PG&E determines are impractical or inappropriate; (b) formulate and implement appropriate criteria for the evaluation and selection of Offers; (c) negotiate with Participants to maximize customer benefit; (d) modify this Solicitation Protocol as necessary to improve the implementation of this Solicitation and to

comply with applicable law or other direction provided by the CPUC or any other regulatory entity with applicable jurisdiction; (e) reject any selected Offer not supported by the Procurement Review Group (PRG), established pursuant to D.02-08-071 and made applicable to this Solicitation by D.03-06-071, in a timely manner; and (f) condition PG&E's acceptance of any selected Offer on the Participant's agreement to modify such Offer as recommended by the PRG. Notwithstanding the above, PG&E reserves the right to suspend or terminate this Solicitation at any time for any reason whatsoever. PG&E will not be liable, by reason of any of the above actions, to any Participant submitting an Offer in response to this Solicitation.

In its sole discretion, PG&E may also elect to pursue an Agreement with any Participant that has submitted a selected Offer with which the PRG has not concurred, subject to PG&E obtaining Regulatory Approval of such Agreement as provided and defined in Section XVI of this Solicitation Protocol and the applicable Agreement.

Under no circumstances shall PG&E be contractually bound by the terms of any Participant's Offer until all the terms of the conditions precedent set forth in the fully-executed Agreement have been satisfied or waived upon mutual agreement of PG&E and the party to the Agreement. Two conditions precedent of note are the requirement that the Agreement (i) receives CPUC approval (as provided in each Agreement); and (ii) that the CPUC authorizes rate recovery to PG&E for any payments made under the Agreement.

### D. RPS Website and Communications Between PG&E and Participants

To access PG&E's website where all Solicitation Protocol documents, information, announcements and Questions and Answers are posted and available for Participants to download, go to **www.pge.com/rfo** and click on "2011 Renewables RFO."

PG&E strongly prefers to conduct all Solicitation-related communications via its RPS e-mail address, RenewableRFO@pge.com. With respect to matters of general interest raised by any Participant, PG&E may post the questions with responses on its website without reference to the Participant who raised the issue. PG&E may, in its sole discretion, decline to respond to any e-mail or other inquiry, and will have no liability or responsibility to any Participant for failing to do so. PG&E will hold a public bidders' conference to provide a further opportunity for Participants to ask questions.

## II. SOLICITATION SCHEDULE AND APPROVAL PROCESS

### A. Solicitation Schedule

The table below summarizes the estimated Solicitation schedule. Further details of each event in the schedule is provided below.

**Table II.1: PG&E Solicitation Schedule**

| DATE | EVENT |
|---|---|
| Ongoing | Participant may register online at PG&E's website for general information or for the Bidders' Conference, as applicable |
| May 11, 2011 | PG&E issues Solicitation |
| May 16, 2011 | Deadline for Participant to submit in-person registration for Bidders' Conference |
| May 19, 2011 | General Bidders' Conference (1:00 - 4:30 P.M. PPT) |
| June 15, 2011 Noon. Pacific Prevailing Time | Deadline for PG&E to receive Offer(s). Offers will not be accepted after 12:00 noon. |
| July 10, 2011 | PG&E notifies Commission that bidding is closed |
| August 15, 2011 | PG&E notifies Shortlisted bidders and requests bid deposit |
| August 29, 2011 | Participant notifies PG&E whether it accepts Shortlist position from PG&E and posts offer deposit |
| August 31, 2011 | PG&E submits final Shortlist to Commission and PRG |
| September 30, 2011 | PG&E submits report on evaluation criteria and selection process; Independent Evaluators submit preliminary reports |
| TBD | PG&E and Participants negotiate and execute Agreements subject to Regulatory Approval; PG&E submits Agreements for Regulatory Approval |

PG&E may change this schedule at any time, at its discretion, subject to CPUC concurrence if necessary. The Solicitation schedule may be affected by, among other things, the deliberations of the PRG, negotiations with selected Shortlisted Participants, and proceedings before the CPUC, including, but not limited to, proceedings to obtain Regulatory Approval. PG&E will endeavor to notify Participants of any schedule change, but will have no liability or responsibility to any Participant for failing to do so.

In its decision approving the Investor-Owned Utilities' (IOU) 2009 RPS Plans,[3] the Commission encouraged each IOU to highlight the unique renewable development opportunities in the Imperial Valley created by the Sunrise Powerlink. PG&E's 2011 RPS Plan describes PG&E's activities during the 2009 RPS Solicitation with respect to projects in the Imperial Valley, and explains why remedial measures, such as preference in the shortlisting process are not required for 2011. PG&E will address Imperial Valley issues as part of its general bidders' conference.

[3] Decision (D.) 09-06-018.

## B. Events in Solicitation Schedule

1. Online Registration. Participants may register to receive timely announcements and updates about PG&E's 2011 Solicitation and general Request for Offer (RFO) communications by providing their names and email addresses at the Solicitation website.

   Go to **www.pge.com/rfo** and click on RFO Bidder Registration.

2. PG&E issues the Solicitation on the date in Table II.1.

3. Bidders' Conference. PG&E will hold a Bidders' Conference, including a presentation of Imperial Valley opportunities facilitated by the Sunrise Power Link, on the date and time shown in Table II.1 in the PG&E Auditorium at PG&E's headquarters at 77 Beale Street, San Francisco, CA. Call-in information will be provided on the Solicitation website before the Bidders' Conference. Attendance at, or call-in to, the Bidders' Conference is encouraged but not required. Participants attending in-person are asked to register in advance for the Bidders' Conference.

4. Offer Submittal Deadline. Participant's Offer(s) must be received by PG&E by 12 noon Pacific Time on the date shown in Table II.1. Participant's Offer(s) must follow the format and include the documents described in Section VIII. Failure to submit the requested documents and failure to follow the noted format may disqualify the Participant's Offer(s). Given the short time frame between Offer Submittal and PG&E selection of a Shortlist, it is imperative that each Participant's Offer be complete at the time of submission. Participant's failure to provide all required information may prevent PG&E from being able to evaluate and rank the Offer and thus, prevent the Offer's inclusion on PG&E's Shortlist.

5. PG&E Selects Shortlist. PG&E intends to select a Shortlist of Offers for negotiations. The Shortlist and results of subsequent negotiations will be shared with PG&E's Procurement Review Group (See Section XIII). Each Participant selected for the Shortlist will be required to post an Offer Deposit, in accordance with Section V, and to execute a Confidentiality Agreement in the form attached hereto as Attachment G, whereby Participant agrees to keep confidential the terms discussed during the course of negotiating the Agreement.

6. PG&E and Shortlisted Participants Finalize Agreements. PG&E and Participants selected to PG&E's Shortlist will negotiate and finalize their Agreements. PG&E will confer with the PRG at this stage of the process.

7. PG&E and Participants Execute Agreements. After PG&E has conferred with the PRG, PG&E and the Participants will sign their Agreements. The effectiveness of each Agreement is subject to the CPUC's approval of the Agreement and any other conditions precedent set forth in the particular Agreement.

8. PG&E Submits Agreements for Regulatory Approval. PG&E will seek approval from the CPUC for each Agreement.

## III. SOLICITATION GOALS

### A. PG&E's Renewable Resource Needs

PG&E is seeking energy from ERRs and RECs to meet its RPS Program obligations and capacity to meet its resource adequacy requirements. The optimal Offers will be those with the best combination of market value, viability, and contribution to the other criteria specified in this Solicitation.

PG&E is considering procuring one to two percent of its retail sales through the 2011 RPS Solicitation; however there are several uncertainties that, when resolved, may provide additional clarity to PG&E's procurement process. These uncertainties include load migration, implementation of SBX1 2, and the continuing effectiveness, if any, of the Commission's temporary limit on the use of Tradable Renewable Energy Credits (TREC) for RPS compliance.

There will be uncertainty throughout 2011 as the CPUC works to implement SBX1 2. PG&E currently does not have specific targets for 2014 and 2015. CPUC determination of those targets will influence PG&E's need for RPS products in those years, and will influence PG&E's preferred start date for new projects. PG&E will encourage bids that recognize that uncertainty and offer flexibility toward meeting a range of possible targets (e.g., varied online dates).

In D.10-12-035, the CPUC adopted a "Combined Heat and Power (CHP) Program." The CHP Program requires PG&E to procure generation from certain cogeneration facilities that meet efficiency standards and thereby reduce its greenhouse gas emissions. Participants that operate CHP Facilities may help PG&E to achieve its CHP Program goals.

### B. Term

PG&E is seeking Agreements for deliveries commencing in 2011 or beyond. Participants may offer delivery terms as short as one month and as long as 20 years, or any term that is mutually agreeable and approved by the CPUC. See Section XX regarding Short Term Offers.

### C. Volume

In this Solicitation, PG&E is seeking to procure up to 1 percent to 2 percent of its retail sales volume or approximately 800,000 to 1,600,000 megawatt-hours (MWh) per year. For reference, one percent of PG&E's retail sales volume translates to the following approximate contract capacity at the listed capacity factors:

**Table III.1: One Percent of PG&E Retail Sales Volume**

| Capacity Factor | Contract Capacity Amounts (MW) |
|---|---|
| 100% | 92 |
| 80% | 114 |
| 60% | 152 |
| 40% | 228 |
| 20% | 456 |

## D. Products Sought

PG&E is seeking energy and capacity through (1) in-state power purchase agreements; (2) utility ownership; (3) offers for Tradeable RECs; and (4) RPS-eligible biogas. A Participant may submit Offers for either or all types of resource.

1. In-State Power Purchase Agreements

Participants may submit Unit Contingent Offers for the three specific products listed below:

- As-Available
- Baseload
- Dispatchable

The term "Unit Contingent" means that generation must be from the specific Project identified in the Offer. Offers for As-Available and Baseload products must be from Projects with the capacity of 1.5 megawatts (MW) or greater. Offers for Dispatchable products must be 25 MW or greater to enable them to be efficiently incorporated into PG&E's system dispatch protocol.

In addition to the product definitions which may be found in the PPA, the specific products have the following meaning:

> "As-Available" means intermittent energy and capacity deliveries that are subject to a fuel source not controlled by the generator. The Projects that may provide an As-Available Offer are: (1) wind; (2) solar; (3) run-of-river hydro; or (4) any other technology that PG&E determines qualifies.
>
> "Baseload" means energy and capacity delivered on a twenty-four (24) hours per day, seven (7) days per week schedule (*i.e.*, "24x7") with an annual capacity factor of at least 80 percent. This minimum requirement is meant to take into account maintenance and forced outages.
>
> "Dispatchable" means energy and capacity available for delivery on a day-ahead and intra-day schedule with a monthly availability factor of at

least 95 percent in each of the months of June through and including September and other monthly factors as stated in Attachment H1. A Project providing a Dispatchable product must have a minimum run time of eight (8) hours per day.

2. Utility Ownership

a. Ownership Alternative I – Power Purchase Agreement with Buyout Option

In addition to offering to sell one or more of the products described above to PG&E pursuant to the PPA, a Participant may also submit an Offer for a PPA with an option at Fair Market Value for PG&E to acquire, own, and operate the Project ("Buyout Option") on a specific date or set of date identified in the Offer.

If, during the term of the PPA, PG&E were to negotiate terms for the buyout of the project under the Buyout Option, then PG&E would notify the Seller and exercise the option in a specified year during the delivery term and pay for the buyout, as per the negotiated terms. If PG&E chooses not to exercise the Buyout Option, then the PPA shall remain in effect until expiration of the original term.

Offers for Alternative I must incorporate the Required Information listed in Section VIII of this Protocol, as applicable.

b. Ownership Alternative II – Renewable Power Purchase and Sale Agreement (PSA)

In addition to the PPA Offers described above, Participant may submit an Offer to develop and construct a new ERR Project for purchase by PG&E when the Project achieves commercial operation.

i) Terms Governing PSA: Participants proposing a PSA should review carefully the PSA Term Sheet (Attachment J) and include the requested information as part of its Offer. The sections entitled "Base Transaction" and "Project Design and Construction" provide summary descriptions of the terms to be included in the PSA.

ii) PSA Must Meet Certain Criteria: Participant's Offer under Alternative II shall address how Participant will meet the following criteria, in addition to the Required Information listed in Section VIII of this Protocol:

(1) The Project must be located on land owned or leased by the Participant, with land rights assigned to or purchased by PG&E as part of the Project acquisition.

(2) Participant must convey to PG&E all tangible and intangible assets, rights, and permits, etc., which are required or useful for the ownership and operation of the facility. Such assets shall specifically include the Green Attributes (as defined in Article One of the PPA, Attachment H).

(3) The Project and transmission interconnection must be designed and constructed in conformance with California Independent System Operator's (CAISO) various reliability agreements, procedures, protocols, tariffs, and standards.

(4) Participant must ensure that the Project is constructed, completed, tested and ready for placement into regular commercial operation by the Guaranteed Commercial Operation Date agreed upon in the Agreement (refer to Attachment J for definition).

(5) Participant is encouraged but not required to include proposals for an agreement to operate and maintain the facility and supply fuel, if applicable.

(6) The Project should be located in the state of California.

(7) The Project should utilize a commercially proven, non-solar technology.

Offers for Alternative II must incorporate the Required Information listed in Section VIII of this Protocol, as applicable.

c. Ownership Alternative III – Purchase of Sites/ Development Assets

(i) A Participant may also submit an offer for consideration of a Site. The Site, along with all other development rights and assets associated with the Project, would be acquired by PG&E for the development, construction, and operation of an ERR. Such Site, and all development rights and assets, must be suitable for the development, construction, and operation of a renewable generation facility.

Offers for Alternative III must incorporate the Required Information listed in Section VIII of this Protocol, as applicable.

3. Tradeable RECs

D.11-01-025[4] approved the use of Tradeable RECS for RPS compliance. The decision defined bundled transactions with renewable energy serving California customer load as those where (1) the RPS-eligible generator's first point of interconnection with the Western Electricity Coordinating Council (WECC) interconnected transmission system is with a California balancing authority; or (2) the RPS-eligible energy from the transaction is dynamically transferred to a California balancing authority. Any other product which offers energy plus RECs is considered a TREC by that decision, and subject to the limitations on the use of TRECs for RPS compliance.

In this RFO, Sellers may submit offers that are considered TRECs by D.11-01-025. Sellers may submit offers for RECs plus Energy, or unbundled RECs which do not include an accompanying delivery of energy ("REC-Only'). See Section XXI for detailed discussion of REC-Only offers.

4. RPS-Eligible Biogas

Sellers of RPS-eligible biogas should deliver their supplies to receipt points on PG&E's in-state transportation pipeline system or to a natural gas pipeline system in the WECC region that is interconnected to California at a PG&E pipeline receipt point such as PG&E Topock, PG&E Citygate, or California Oregon Border at Malin. Details of the RPS certification processes and the eligibility standards for biogas are set forth in the RPS Eligibility Guidebook described in Section IV.A.

## IV. ELIGIBILITY REQUIREMENTS

PG&E will consider all timely Offers from either existing or new generating facilities.

### A. Eligible Renewable Energy Resources

To participate in PG&E's Solicitation, the Participant's Project must employ one or more new or existing ERRs as a generation source. The CEC is responsible for certifying ERRs and verifying the Project's compliance with the RPS Program. If a Participant has not already done so, the Participant should begin the process of establishing certification of an existing generation facility or pre-certification of a facility that is not yet on-line. Depending upon the complexity of the certification requirements for the particular renewable technology, the CEC may take from ten (10) to thirty (30) business days or longer if additional information is required to process an application.

The CEC has published Guidebooks to explain its criteria for the RPS eligibility of renewable energy resources, its process for certification, acceptable forms of renewable power delivery, and its process for verifying the delivery of renewable power. The Participant is responsible for reading and becoming familiar with each of these Guidebooks, which are updated periodically.

---

[4] A copy of D 11-01-025 maybe be found at http://docs.cpuc.ca.gov/word_pdf/FINAL_DECISION/129517.pdf.

The internet link to the CEC's webpage for announcements and documents under the RPS Program, including these Guidebooks, is: www.energy.ca.gov/portfolio/

a. **Renewables Portfolio Standard Eligibility Guidebook, Fourth Edition, January 2011**. ("RPS Eligibility Guidebook") This Guidebook describes the eligibility requirements and process for certifying renewable resources as eligible for the RPS Program and describes how the Energy Commission will design and implement an accounting system to verify compliance with the RPS Program.

b. **Overall Program Guidebook, Third Edition, December 2010.** ("Overall Guidebook") This guidebook describes how the CEC's RPS Program is administered.

To qualify for the RPS Program, a generation facility must use one or more of the following renewable resources or fuels (see the current version of the CEC *Guidebooks* for full definitions):

- Biodiesel
- Biomass
- Conduit hydroelectric
- Digester gas
- Fuel cells using renewable fuels
- Geothermal
- Hydroelectric incremental generation from efficiency improvements
- Landfill gas
- Municipal solid waste
- Ocean wave, ocean thermal, and tidal current
- Photovoltaic
- Small hydroelectric (30 MW less)
- Solar thermal electric
- Wind

For projects using a combination of renewable and non-renewable fuel, Participant must offer a 100 percent renewable energy product to PG&E. In other words, Participant must be able to separate the renewable and non-renewable components of energy generated in order to participate in the RPS Solicitation. Participants may also offer renewable gas to PG&E that may be used to generate eligible RPS energy.

## B. Minimum Project Capacity

Pursuant to D.08-02-008, the minimum size for projects to bid into the RPS solicitation has been increased from 1.0 MW to 1.5 MW. Qualified ERRs that do not meet this size threshold can sell either all of their generation or excess generation to PG&E under one of the standard contract forms approved by Resolution E-4137 (Feb. 14, 2008). Those form contracts may be found at: http://www.pge.com/feedintariffs

Additionally, PG&E and Participant may use another approach (e.g., bilateral negotiation, individual contract) if a particular project requires unique treatment.

## C. Existing Projects

PG&E will consider any timely Offer from an existing ERR generating facility ("Existing Project"). If the existing ERR is a Qualifying Facility (QF), meaning a generation facility meeting the requirements of the Federal Energy Regulatory Commission's (FERC) rules (18 Code of Federal Regulations Part 292) implementing the Public Utility Regulatory Policies Act of 1978 (16 U.S.C.A. 796, *et seq.)*, the Offer must also include: (1) the full name of the QF as well as the QF identification number or any other information that the Participant deems sufficient for PG&E to identify the QF project; and (2) the load serving entity with the existing QF contract and 3) date on which any existing power purchase agreement ("Existing PPA") will terminate.

PG&E is open to Offers to terminate an Existing PPA early and will incorporate into its evaluation any resulting net customer impacts. An expansion or repowering of an existing project shall be considered a new project.

If Participant proposes to replace the Existing PPA with an entirely new Agreement, the Offer must clearly quantify any proposed increase of electrical energy, and, if applicable, expansion of electrical capacity from the Existing Project above the amount provided for in the applicable Existing PPA.

## D. Location of Generating Facility and Delivery Point

PG&E prefers offers that meet the requirements of D.11-01-025 to be considered a bundled, in-state resource. Participant's should review D.11-01-025 which defines the requirements for project output to be considered bundled in-state, or whether the project output will be considered a TREC for purposes of RPS compliance. All offers for Product from out-of-state should include a description of whether or not the Offer should be considered a TREC pursuant to D.11-01-025.

PG&E prefers the delivery point to be at a nodal delivery point which will be assigned by the CAISO to the Project and within PG&E's service territory, but will consider delivery at: (a) other CAISO pnodes; (b) CAISO interface points; and (c) California locations outside of the CAISO's control area.

## E. Tradeable REC Offers

Sellers may offer unbundled RECs or RECs plus Firm Energy.

REC plus Firm Energy offers must include firming and shaping service to a CAISO interface point. Offers to deliver at the Project's busbar will not be accepted. Firmed and shaped energy is energy that is generated by an out-of-state Project that may be considered "delivered" regardless of whether the electricity is generated at a different time from consumption by a California end-use customer, provided that the delivered energy is documented by a North

American Energy Reliability Council (NERC) E-tag.[5] The E-tag must properly identify the renewable energy resource generator located within the WECC, on whose behalf the delivery is being made. The lesser of the generated volume and the volume delivered to a CAISO interface point, calculated over a calendar year, will be deemed to be RPS-eligible.

Participants offering a firmed and shaped delivery should provide the delivery profile of the firmed and shaped product in their Offer and specify the CAISO delivery point. PG&E's preferred delivery profile is all hours (7X24), with the exception that no energy is requested during off-peak hours in Q2 (April, May and June). Participants may offer a fixed price (e.g., an all-in price per MWh) or an indexed price (e.g., Center of Business (COB) index plus REC premium).

Participants that intend to offer generation from an out-of-state Project should study the CEC's eligibility rules for firmed and shaped energy, which appear in Section II.E., and the CEC's rules for verification of deliveries, which are at Section IV.C.1., of the CEC's RPS Eligibility Guidebook.

Sellers offering unbundled RECs may offer RECs from projects within or outside California. Sellers may offer RECs from a single project, or from a pool of eligible resources. Sellers should indicate the resource which will generate the REC, and the calendar year in which the REC was or will be generated. Sellers offering California RECs may offer RECs that were generated in previous years. Sellers offering out-of-state RECs must offer RECs that will be generated in 2011 or later, so that those RECs may be delivered to California in accordance with CEC delivery guidelines.

The foregoing requirements are subject to change as required to maintain consistency with state law.

### F. Interconnection, Scheduling, Transmission and Delivery

Each Participant shall be solely responsible for securing all necessary interconnection, distribution, and transmission services associated with the Participant's Project, including any necessary regulatory approval(s) for such services.

For Projects located within the CAISO's control area, PG&E will be the Scheduling Coordinator (SC). PG&E may agree to Participant acting as its own SC on a case-by-case basis. In case the Project is not located within the CAISO's control area, Participant shall perform services equivalent to those of a SC up to and at the delivery point. If Participant proposes to act as its own SC, all deliveries of energy and capacity to PG&E shall be by Inter-SC trade, as defined and in accordance with CAISO protocols.

---

[5] "NERC" refers to the North American Energy Reliability Council, which is a standards board subscribed to by control area operators such as the CAISO. NERC has established the "E-tag" electronic system for documenting transmission between control areas.

### G. Dedicated Output

Participant must dedicate the contracted amount of electrical output from the Project to PG&E and agree to not sell, deed, grant, convey, transmit, or otherwise provide to any entity other than PG&E any energy, capacity, ancillary services or any other related electricity product including Green Attributes or Capacity Attributes, as such terms are defined in Article One, "Definitions," of the PPA.

## V. TERMS FOR RFO PARTICIPATION

### A. Binding and Exclusive Nature of Offer

The "RPS Solicitation Protocol Terms and Conditions" attached hereto as Attachment A requires the Participant to agree to be bound by all of the terms of the Solicitation Protocol and to make specified representations and warranties to PG&E. Any response to this Solicitation Protocol must be acknowledged by selecting Yes on Attachment D of the Offer Form. A Participant submitting an Offer(s) must agree to negotiate exclusively with PG&E regarding the subject of the Offer(s) for a period of six (6) months from the date of submission of an Offer Deposit following PG&E's notification of Shortlisting[6]. A Participant submitting an Offer to enter into a PSA pursuant to Ownership Alternative II or III must agree to be bound by its Offer(s) for a period of twelve (12) months from the date of submission of an Offer Deposit following PG&E's notification of Shortlisting.

### B. Offer Deposit

If shortlisted, Participant must provide a deposit ("Offer Deposit"), in the amount of $3.00 per each kilowatt (kW) of Project capacity for all Offers except Ownership Alternative III. For example, a Participant proposing a Project with contract capacity of 20,000 kW must submit an Offer Deposit of $60,000. For Ownership Alternative III, the Offer Deposit is a fixed amount of $60,000, based on a proxy 20,000 kW facility[7].

The Offer Deposit must be posted with PG&E no later than ten (10) business days after receiving notice from PG&E that Participant qualifies for PG&E's Shortlist, and maintained until the termination of negotiation with PG&E or as otherwise provided pursuant to the terms of the Agreement negotiated by PG&E and Participant.

1. Purpose of Offer Deposit

The Offer Deposit is intended to secure the obligation of each Participant during the Offer negotiation period and to insure that each Offer has been carefully considered and represents an exclusive negotiation with PG&E. If the Participant fails to submit the

---

[6] The requirement for exclusive negotiations does not apply to offers for power from existing resources for terms of less than 5 years.

[7] The requirement for Offer Deposit does not apply to offers for power or RECs from existing resources for terms of less than 5 years.

Offer Deposit within the required time period, the Participant's Offer may be rejected and removed from the Shortlist.

2. Form of Offer Deposit

The form of the Offer Deposit may be either: (a) a cash deposit through a wire transfer; or (b) a Letter of Credit (as defined below). Wiring instruction for cash will be provided in the Shortlist notification.

a. Cash Deposit

PG&E will pay interest on each cash deposit, calculated on a monthly basis and compounded at the end of each calendar month, from the date on which the cash is fully deposited to the date of returning the cash deposit to the Participant. The applicable interest rate will be the rate per annum equal to the Monthly Federal Funds Rate (as reset on a monthly basis, as of the first day of the month, based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519 or its successor publication ("Interest Rate"). The Interest Rate shall be calculated based on a three hundred sixty (360) day year and shall be payable upon the return of the cash deposit.

b. Letter of Credit

In lieu of a cash deposit, the Participant can provide, per the directions above, an Offer Deposit using an irrevocable standby letter of credit, in the form attached hereto as Attachment B: (a) issued either by (i) a U.S. commercial bank; or (ii) a U.S. branch or subsidiary of a foreign commercial bank that meets the following conditions: (A) it has sufficient assets in the U.S. as determined by PG&E, and (B) it is acceptable to PG&E in its sole discretion; (b) for which the issuing U.S. bank, or foreign bank or subsidiary thereof, must have a Credit Rating of at least A from S&P or A2 from Moody's. If the Letter of Credit is issued by a branch of a foreign bank, PG&E may require changes to the form Letter of Credit included as Attachment B. All costs of the Letter of Credit shall be borne by Participant. The Letter of Credit should be sent by overnight delivery to:

**Pacific Gas and Electric Company**
**77 Beale Street, Mail Code B28L**
**San Francisco, CA 94105**
**Attn: Manager, Credit Risk Management**

3. Return of Offer Deposit

The Offer Deposit will be returned to Participant by PG&E under one or more of the following conditions:

a. Upon execution of the Agreement and Seller's submission of the collateral required under the Agreement;

b. PG&E's rejection of the Offer subsequent to Shortlist selection; or

c. In the course of negotiation, if PG&E and Participant cannot agree on the terms of the Offer and Agreement; provided that Participant has not unilaterally withdrawn the Offer as submitted through the Solicitation, or breached this Solicitation Protocol.

4. Forfeiture of Offer Deposit

The Participant will forfeit the Offer Deposit in its entirety due (i) to any material misrepresentation in information submitted in Participant's Offer or (ii) breach of this Solicitation Protocol. In the event that Participant forfeits the Offer Deposit, PG&E will be entitled to draw upon the Offer Deposit in its entirety as payment for direct and indirect damages incurred in connection with the Participant's misrepresentation or breach of this Solicitation Protocol.

5. Offer Deposit as Security Under Agreement

PG&E shall be able to retain any cash deposit or draw on any Letter of Credit provided as an Offer Deposit as security under the Agreement in the event that Participant fails to provide additional security and/or agrees to PG&E's retention of the Offer Deposit as Project Development Security in accordance with the terms of the executed Agreement, if applicable.

## C. Shortlisting by PG&E and/or Another Load Serving Entity

Participant may participate in the RPS Program Solicitation of any number of load serving entities. Participant's Offer to sell generation from a Project may be the same or different from its offer to sell such generation to another load serving entity. If Participant's Offer is selected for one or more of the RPS Program solicitation shortlists, then the following terms will govern the disposition of Participant's Offer under this Solicitation Protocol.

1. Selection to PG&E's Shortlist

If PG&E notifies Participant that it has been included on PG&E's Shortlist, then Participant must perform all of the following in order to remain on the Shortlist:

a. Grant PG&E exclusive negotiating rights for the Project within ten (10) business days of the date of PG&E's Shortlist notification; **and**

b. Withdraw its offer from all other RPS Program solicitation(s) within ten (10) business days of the date of PG&E's Shortlist notification; **and**

c. Comply with all other terms of this Solicitation Protocol relating to Offers selected for PG&E's Shortlist, including but not limited to submission of a Offer Deposit (pursuant to Section V.C.) and a completed Taxpayer Identification Number (W-9) form (Attachment N).

2. Selection to the Shortlist of Another Load Serving Entity

If Participant is participating in the solicitation of another load serving entity and receives notice that its offer has been included on that entity's RPS shortlist prior to receiving such notice regarding PG&E's Shortlist, then Participant has ten (10) business days from the date of that shortlist notification to notify PG&E of Participant's election of either paragraph (a) **or** paragraph (b) below.

a. Withdrawal from PG&E's Solicitation: Participant must notify PG&E within the stated ten (10) business days that Participant is withdrawing its Offer from PG&E's RPS Program Solicitation.

b. Remaining in PG&E's Solicitation: If Participant chooses to remain in PG&E's RPS Program Solicitation, then Participant must withdraw its offer from the other load serving entity's RPS Program solicitation within ten (10) business days of the date of that shortlist notification.

## VI. OVERVIEW OF ATTACHMENTS

### A. Overview of Form Contracts

Participants should review the applicable form agreements. Detailed mark-ups of the form agreements are not required with Participant's offer, but Participant should be familiar with the terms and conditions in order to provide the detailed term sheet requested.

- Attachment H1: PPA for power from projects that meet D.11-01-025 definition of bundled, in-state resource.
- Attachment H2: Participants offering firmed and shaped power from out-of-state resources for a term no greater than 5 years should use this form.[8]
- Attachment H3: Purchase and Sale Agreement related to Participant's sale of unbundled RECs only.
- Attachment J: If Participant is interested in submitting a PSA, then the terms found in Attachment J would apply.

There is no form PPA for fuel-only offers or Site Offers. PG&E and Participant will need to develop an agreement if the project is shortlisted.

### B. Attachment Submission Deadline

Attachments are to be submitted during various dates of the RFO process. Participants should follow the guideline presented in the table below regarding submission.

[8] If shortlisted, Participants offering REC plus Energy for greater than five years will use a customized, modified form of Attachment H-1. Participants should consider form H-1 when developing their term sheet.

**Table VI.1: Attachment Submission Schedule**

| SUBMISSION DATE | ATTACHMENT |
|---|---|
| May 16, 2011 | • Attachment C: Bidders' Conference Registration |
| June 15, 2011 Noon. Pacific Prevailing Time | • Attachment D1 or D2: Offer Form, as applicable<br>• Attachment F: FERC Waiver<br>• Attachment I or J: Term sheet, as applicable<br>• Attachment L: Supplier Diversity Questionnaire<br>• Attachment M: CHP Facility Information (if applicable) |
| August 30, 2011 | • Attachment B: Form of Letter of Credit<br>• Attachment G: Confidentiality Agreement<br>• Attachment N: Request for Taxpayer ID Number (W-9) |
| Negotiation Period: TBD | • Attachment H: Forms of Power Purchase Agreements and Purchase and Sale Agreements—marked up<br>• Attachment E: Participant Credit-Related Form |

Attachment A (Solicitation Protocol Terms and Conditions) and Attachment K (Detailed Least Cost Best Fit Evaluation Criteria) provide information and do not need to be submitted.

## VII. CREDIT/COLLATERAL REQUIREMENTS UPON PPA OR PSA EXECUTION

### A. Standard PPAs or PSAs

Participants seeking to enter into a PPA or PSA are required to post security in a form and amount acceptable to PG&E, as described further below:

Project Development Security

(1) in the amount of $15/kW must be posted within five (5) business days following the date on which the Agreement is executed and maintained until a security is posted pursuant to Section VII.A.(2) below;

(2) in the amount of
(a) $100/kW in the case of Dispatchable Products; or
(b) $100/kW multiplied by the greater of either: (i) the Capacity Factor; or (ii) 0.5 in the case of all other Products;
must be posted within thirty (30) days following CPUC Approval, as defined in the Form Agreements, and maintained until Delivery Term Security is posted pursuant to this Section VII.A.

Security posted in this Section VII.A.(1) and (2) are collectively "Project Development Security"[9] and must be in the form of a Letter of Credit or cash; and

[9] Under the PPA, Project Development Security will be retained by PG&E as liquidated damages in the event that Participant is unable to construct the Project.

Delivery Term Security

From the Commercial Operation Date of the facility, as such term is defined in the Agreement, the Participant must post collateral in the form of cash, Letter of Credit, or guaranty acceptable to PG&E, in the amounts indicated in the Performance Assurances Standards table below, and maintain it until the end of the Delivery Term, as such term is defined in the Agreement.

The Delivery Term Security will be based upon 6, 9 or 12 months of the minimum expected revenue from the Project during the Delivery Term, as set forth in *Table VII.1* below. The minimum expected revenue is calculated using the average Contract Price and the average quantity of energy based on contractual Guaranteed Energy Production during the Delivery Term, which is the minimum energy production required under the PPA. (See Section 3.1 of the form PPA, Attachment H). Guaranteed Energy Production is 80 percent of expected Contract Quantity for solar and wind, and 90 percent for other technologies. Participants can calculate the amount of Delivery Term Security applicable to the Offer by using the calculator in Attachment D of this Solicitation Protocol. Participants must be able to demonstrate their financial ability to provide such security.

**Table VII.1: Performance Assurance Standards[10]**

| Term | New ERRs | Existing ERRs |
|---|---|---|
| 5 years | Project Development Security: $50/kw<br>Delivery Term Security: 3 months minimum expected revenue | Pre-Delivery Term Security: $5/kw<br>Delivery Term Security: 3 months minimum revenue |
| Greater than 5 years, but less than 8 years | Project Development Security: $50/kw<br>Delivery Term Security: 4 months minimum expected revenue | Pre-Delivery Term Security: $5/kw<br>Delivery Term Security: 4 months minimum expected revenue |
| 8 years or greater, but less than 10 years | Project Development Security: $50/kw<br>Delivery Term Security: 5 months minimum expected revenue | Pre-Delivery Term Security: $5/kw<br>Delivery Term Security: 5 months minimum expected revenue |

[10] For biogas offers, kW will be determined using 7x24 delivery volumes and marginal heat rate of 7,200 Btu/kWh.

| 10 Yr Contract | 15 Yr Contract | 20 Yr or Greater Contract |
|---|---|---|
| Project Development Security: $15/kW with an increase to a total of the amount calculated in Section VII.A.(2) above;<br><br>Delivery Term Security:<br>6 months minimum expected revenue of the Project | Project Development Security: $15/kW with an increase to a total of the amount calculated in Section VII.A.(2) above;<br><br>Delivery Term Security:<br>9 months minimum expected revenue of the Project | Project Development Security: $15/kW with an increase to a total of the amount calculated in Section VII.A.(2) above;<br><br>Delivery Term Security:<br>12 months minimum expected revenue of the Project |

Collateral requirements for offers less than 5 years are shown in Section XX.

### B. REC Plus Firm Energy Offers

Collateral requirements for REC plus firm energy offers from out-of-state resources are the same as described above for in-state PPAs.

For Offers with fixed energy pricing, Delivery Term Security will be determined by revenues from both the REC and energy, based on the Minimum Amount as defined in the Confirmation Agreement under the Renewable Energy Credit Purchase and Sale Agreement (the "Confirmation"). For Offers with energy priced at index, Delivery Term Security will be determined by revenues from the REC -only, based on the Minimum Amount as defined in the Confirmation.

## VIII. REQUIRED INFORMATION

### A. Offer Submittal Process

All Offers must be received in *both* hard copy and electronic form by the date specified in Table II.1. If there is a discrepancy between the electronic and hard copies, the electronic copy will prevail.

*Hard copy documents*: Participants must submit two (2) bound copies plus any original signature pages, as necessary, with the documents contained in the Participant's Offer.

*Electronic Documents*: Participant shall submit two (2) flash drives, each containing one electronic copy of all documents contained in Participant's Offer(s). If you are submitting multiple projects you may include all documents on one flash drive in separate folders. The electronic documents for Attachments MUST be saved in a **Microsoft 2003 Word or Excel file**, as applicable. All executed documents must include the accompanying **Microsoft Word file.** Please DO NOT password protect the files. Adobe Acrobat or other such pdf files or non-editable files are ONLY acceptable if the document is a picture, diagram, map, other preprinted brochure/material or signature pages.

In addition, please create separate files for each attachment and include the Participant's name (a short acronym is fine) in the electronic file name for each file. This will allow PG&E to easily keep each Participant's electronic files separate from those of other Participants.

Offers must be delivered via hand-delivery or overnight delivery to:

**RPS Solicitation**
**Renewable Energy Department**
**77 Beale, 25th floor (MC: B25J)**
**San Francisco, CA 94105**

***Telephonic, telegraphic, e-mail, or facsimile transmission of a Participant's Offer is not acceptable.***

## B. Need for Complete Offer Packages

Given the date on which PG&E must submit to the CPUC its Shortlist, the Shortlist report on evaluation criteria and selections, and the Independent Evaluator's preliminary report, it is imperative that each Participant's Offer be complete at the time of submission. Participant's failure to provide all required information may prevent PG&E from being able to evaluate and rank the Offer and thus, may prevent the Offer's inclusion on PG&E's Shortlist.

## C. Number of Offers Allowed Per Seller

Participant may submit up to five (5) discrete Offers, with up to four (4) variations for each Offer. An Offer refers to a particular project at a particular site. An Offer variation refers to changes in an Offer for the same site. For example, if an Offer is for a wind project on a certain site, the Offer variations may include 10, 15, and 20 year PPA terms. Participant may submit more than five (5) Offers (maximum of 10 Offers) if the total MW offered does not exceed 200 MW. Please submit your most competitive and viable projects. The following instructions apply to every Offer from a Participant intending to utilize the federal tax incentives for renewable energy provided in the American Recovery and Reinvestment Act of 2009 (ARRA). Participant must indicate which tax credit, grant, or guarantee the Participant may seek for the Project and the pricing alternatives related to the Participant's receipt of each such incentive. Participants may only include those federal tax incentives for which the Project expressly qualifies based on technology, placed in service date, and any other criteria provided in the ARRA and related guidelines.

## D. Required Forms

Participant shall format its Offer so that each item is set behind a numbered tab corresponding to the tab numbers noted below. Participants offering energy and/or RECs from operational facilities can exclude Tabs 6 and 7, and information requested in Tab 3 related to construction of a new facility. PG&E reserves the right to request copies of documents listed in a Participant's Offer(s) but not already included in electronic or hard copies received.

Tab 1. Offer Form (Attachment D):

*Participants seeking to enter into a Power Purchase Agreement must provide a fully completed Offer Form* (Attachment D). Offers that meet the definition of in-state, bundled resource, including biogas, should complete offer form D1. Tradeable RECs (either REC plus Firm Energy, or REC-only) should complete offer form D2. Please provide all applicable information requested in the Offer Form, which is comprised of the following distinct tables and charts:

Separate sets of Attachment D shall be filled out and submitted for each discrete Offer submitted; however, each Offer's Attachment D shall specify, as described in Section VIII.B the applicable pricing and itemization of assumed tax credits. Please be sure to indicate on Sheet "Product Description" the generation and ERR type, term, transmission information, and amounts offered for Project Development Security and Delivery Term Security.

Sellers should use the "Validate Inputs" button on the offer form to ensure that they have provided the required information in the correct format.

All Offers for Product from a new ERR should include Participant's Project Viability Calculator score, and notes documenting Participants score for each item.

*Participants submitting an Ownership Alternative II Offer (PSA) must provide a fully completed Offer Form* (Attachment D1) that includes the applicable pricing sheet and a Project Generation Profile (except for a Dispatchable product.)
*Participants submitting an Alternative III Offer (Sites for Development) must provide the Project Description and Contact Information required by Offer Form D1* (Attachment D1), as well as the information required of other proposals to the extent such information exists.

The offer form includes an electronic signature box, which must be checked, by which Participants agree to the terms and conditions of the Protocol identified in Attachment A.

Tab 2. PPA and Term Sheets: For each Offer, please submit a detailed term sheet, using the template provided in Attachment I. The term sheet includes the major terms and conditions in PG&E's form PPA. The term sheet should indicate whether Seller is willing to commit to PG&E's form PPA requirements or indicate changes needed. Prior to completing the term sheet, Seller should carefully review the form PPA. If

the Participant is submitting a PSA, the Participant shall also submit a fully completed copy of Attachment J, as applicable, including all revisions and comments proposed by Participant.

Note that certain terms, which are shaded in the documents for easy reference, are "non-negotiable" as specified in CPUC D.04-06-014, D.07-02-011, D.07-11-025 and D.11-01-025.

Tab 3. Project Description: Please provide a written description of the existing or proposed Project, single-spaced, that contains at least the following information:

(a) A description of the electricity generation process and fuel supply, including any resource studies, sufficient to establish to PG&E's satisfaction that the generating facility will deliver energy generated by means of one or more ERRs. If fueled by biomass, digester gas or landfill gas, or municipal solid waste conversion, a description of access to a lasting and stable fuel supply, including the contractual term of such access, should be provided if available. For other types of projects, including geothermal, wind, solar, hydrokinetic, etc., results of resource measurements, third party data, etc. describing the quality of the resource should be provided.

(b) A summary of the technical characteristics of the generating facility, including:
1) a high-level block diagram depicting major subsystems and components and their interrelation;
2) a listing of the major components used along with associated manufacturers, model numbers, operating histories, etc;
3) information relating to the availability of and Seller's access to the equipment and components utilized / proposed for construction and operation of the project, especially as it relates to the Project's scale;
4) a description of the technical challenges relative to the Project's scale not related to the development of the core technology (i.e. manufacturing capacity of supplier production, complexity of deployment processes, etc.);
5) a non-confidential description of any new or proprietary processes in manufacturing, deployment, operation, etc.; and
6) any other relevant technical information about the project and supply chain considerations.

(c) Detailed descriptions of the technologies being used, especially for components that are not in large-scale commercial operation, including maturity of technology development, scale and quantity of existing/ previous deployments, performance information, comparison to related technologies that may be better known, any relevant technical studies, etc.

(d) Description of Project's permitting and environmental compliance

1) All permits and discretionary approvals required from local, state, federal, and/or tribal authorities for both the Project and any transmission upgrades under consideration:

2) Status and schedule of permitting and discretionary approvals

3) Associated applications filed and fees paid and the status of such approval(s):

4) List and description of any associated studies undertaken and their results (e.g. Environmental Impact Review, Biological [plants, wildlife, including avian and bat], Cultural Resources, Air Quality, etc.);

5) For wind projects, list and description of how the Project has contemplated or demonstrated conformance with the following policies and initiatives, if applicable;

i) California Guidelines for Reducing Impact to Birds and Bats from Wind Energy Development (2007, California Energy Commission and California Department of Fish and Game);

ii) Interim Guidelines to Avoid and Minimize Wildlife Impacts from Wind Turbines (2003, United States Fish and Wildlife Service);

iii) Draft Voluntary Land-Based Wind Energy Guidelines (2011, United States Fish and Wildlife Service)

6) Description of the potential adverse environmental impacts associated with the proposed Project, if any, and Participant's minimization and mitigation plans for limiting such impacts; and

7) Description and status of implementation of Participant's agency, non-governmental agency, community and tribal outreach plans (general or specific, depending on stage of development), and any concerns expressed by these groups with the project location or operation.

8) Identification of any public opposition and other permitting obstacles along with hurdles overcome to date. =

(e) Description of the Project's site and site selection process:

1) Description of how the project and transmission line routes have been screened and sited to avoid critical habitat, Areas of Critical Environmental Concern, Desert Wildlife Management Areas, protected wilderness, proposed monument areas, wildlife corridors, and other protected areas.

2) Description of whether the project site has been subject to prior disturbance such as active and fallow agricultural fields or other areas with high levels of vegetation removal.

3) Description of how the project and transmission area have been ranked in Phase 1 and 2 reports of the Renewable Energy Transmission Initiative.

4) Describe whether the transmission route is covered in the West-Wide Energy Corridor Programmatic Impact Statement, or is in a utility corridor designated, mapped and adopted by a federal, state or local agency.

(f) Description of all water supplies, the impact of the Project on California's water quality and use and the relationship to the CPUC's Water Action Plan adopted on December 15, 2005. The Offer must describe all on-site water usage, identify all feasible measures to minimize water consumption, and describe a proposed water usage mitigation plan. The Offer must also describe all potential water discharge as a result of the proposed operation of the Project, estimate the potential impact of Project operation on local water quality, and describe the Project's proposed water quality mitigation plan. If the project is wet- cooled provide a description of the water quality compared to the CEC standards for wet cooling. Describe any evaporation ponds proposed for the project. Describe sources of wastewater in the project area.

Tab 4. Other Project Attributes: Please describe other characteristics of the Project that contains at least the following information:

(a) In establishing the RPS Program at Cal. Pub. Util. Code §§ 399.11 and 399.14(a)(5), the California State Legislature signaled its expectation that the RPS Program may help improve a number of social and environmental factors. The Participant should consider and describe in its Offer(s) how its ERR facility can accomplish or promote one or more of the following:

- Increase the diversity, reliability, public health, and environmental benefits of the energy mix;
- Promote stable electricity prices;
- Protect public health;
- Improve environmental quality;
- Stimulate sustainable economic development;
- Create new employment opportunities;
- Reduce reliance on imported fuels;
- Ameliorate air quality problems;
- Improve public health by reducing the burning of fossil fuels; and
- Provide tangible demonstrable benefits to communities with a plurality of minority or low-income populations.

(b) In D.04-07-029, the CPUC identified benefits to low income or minority communities, environmental stewardship, local reliability, repowering, and resource diversity as factors to be incorporated in PG&E's Offer evaluation. The Participant is encouraged to describe in its Offer(s) how its ERR facility can provide each of these benefits. If known, list any existing or proposed generation projects within a one-mile radius of the Project offered into this Solicitation.

(c) In Executive Order S-06-06, signed on April 25, 2006, Governor Schwarzenegger described the benefits of biomass resources in electricity production and established a goal that the state would meet 20 percent of its

renewable energy needs with electricity produced from biomass. The Participant is encouraged to describe in its Offer how its ERR facility, if applicable, can support that 20 percent goal.

(d) Complete the Supplier Diversity Questionnaire (Attachment L), which requires that Participant describe its plans, if any, to engage in activities that further support PG&E's supplier diversity goals, as further described in Section XI.E. of this Solicitation Protocol.

(e) Indication of whether Participant has entered into Project Labor Agreements or Maintenance Labor Agreements in California for the proposed project and specification of when and where.

Tab 5. Site Control: Please provide a description of the Project site sufficient to confirm its location and Participant's legal control of the Project site and possession of any necessary easements and rights-of-way. The description should include at least the following information:

(a) Coordinates of the Project's boundaries, and **both** a street map **and** a Geographical Information System (GIS) compatible file (shapefile, access database, sdetable, infofile, or ASCII file) showing the location of the Project, access roadways and the rights-of-way for all interconnecting utilities. As an alternative to the GIS file, an 8 ½ x 11 copy of the appropriate section of a U.S. Geological Survey (or equivalent) map is acceptable. Provide the County Assessor's parcel number and site address.

(b) Describe the elements of site control, easements, and rights-of-way required for the Project, the associated requirements for each, and any steps taken towards obtaining such site control, easements, and rights-of-way for the entire term of the proposed Agreement. Provide support of claims of direct ownership, leases, or options to own or lease the site, and of any easements or rights-of-way obtained. If the project is on Bureau of Land Management (BLM) land, what type of Right-of-Way (ROW) Grant has been obtained from the BLM, or if not obtained, what stage of the ROW process are you in, and include any back-up documentation (such as application or ROW Grant).

(c) Confirm current zoning for the Project site and any available information on development plans for the vicinity, including, but not limited to, any applicable land use plan in effort for the proposed term of the Agreement.

Tab 6. Project Milestone Schedule: Please provide a Project milestone schedule describing financing, permitting, engineering, procurement, construction, interconnection, and startup activities, timelines and status. The schedule should include major activities and milestones for all aspects of the Project (including financing and interconnection) since project inception through the first year of commercial operation along with a supporting narrative.

Tab 7. Transmission and Interconnection: Please provide the following information related to the transmission requirements of the Project. Please refer to and address the issues raised in Section X below when responding to this request.

(a) The current or proposed point of interconnection to the transmission or distribution system within California, including the relevant transmission cluster as specified in the Transmission Ranking Cost Report (TRCR), the distance from the Project to the electric interconnection point, and a description of any transmission upgrades, including potential land routes for new transmission, required for the Project. Participants who wish to connect to a PG&E substation not identified in the clusters should choose the cluster closest to the desired injection point. Likewise, Participants who wish to connect to a non-PG&E transmission facility should choose the cluster in the host utility's RPS Protocol closest to the desired injection point.

(b) Status of the transmission system or distribution system interconnection application and associated studies, along with any application fees paid. Expected dates for the completion of the various studies associated with the interconnection process and the ultimate availability of the interconnection, along with any supporting documentation. If Participant is applying for interconnection using the CAISO Generator Interconnection Process (GIP) or the Wholesale Distribution interconnection processes of PG&E, Southern California Edison Company (SCE) or San Diego Gas & Electric (SDG&E), Participant should indicate whether or not its application has been submitted as an energy-only resource.

(c) A completed CAISO or other transmission or distribution provider transmission study prepared in response to an Interconnection Application for the Project that describes the [expected] scope of work required for and dates associated with interconnecting the Project, if available.

(d) If delivering from out-of-state or outside the CAISO balancing area, Participants should propose a price for delivery and a detailed plan about how the Participant will deliver energy to the CAISO grid. The detailed plan should include a description of whether the offer can be considered a bundled in-state resource. Participants should explain whether the Offer includes Firming and Shaping service by seller or third party and the delivery schedule of the energy at CAISO intertie point, or whether the Seller intends to use dynamic scheduling or pseudo-tie arrangements. This includes: (1) an assessment of additional infrastructure required from the point of delivery to the CAISO controlled grid; (2) an assessment of wheeling costs on third party transmission facilities and how those costs are incorporated in the offer; and (3) if applicable, the project's status in the CAISO's GIP.

(e) If your project is located in or near a competitive renewable energy zone as defined by the California Renewable Energy Transmission Initiative, please indicate which Competitive Renewable Energy Zone (CREZ) you are near or in. A map of CREZ is contained on the Renewable Energy Transmission Initiative website: http://www.energy.ca.gov/reti/documents/index.html

Tab 8. Experience and Qualifications: Please describe the Participant's experience and staff qualifications, including but not limited to:

(a) The staff make-up and size and the identification and resumes of Participant's key personnel and management.

(b) Experience and qualifications in developing, designing and constructing, and operating and maintaining power generation facilities, as well as contracting to sell and deliver long-term power supplies. Participant should highlight their experience in these all of these areas as it relates to (1) projects utilizing the same technology as the proposed Project; (2) projects of similar capacity as the proposed Project; (3) specific engineering, procurement and construction (EPC) contractors being considered for this Project; and (4) projects supplying energy to California.

(c) A description of the personnel structure of the proposed facility's development, design and construction, and operations and maintenance organizations.

(d) Participant experience and history in financing power generation facilities, along with the financing plan and expected financing sources for the proposed Project. Identify any government assistance/program to be requested, expected, or received that would affect financing of this project.

(e) In order for PG&E to address any potential conflicts of interest, please provide the name of the law firm or counsel representing Participant in its Offer.

Tab 9. Supplemental CEC Funding: Please identify any CEC funds awarded to, or expected to be received by, Participant and/or any entity or person associated with the Participant's facilities under the Offer, setting forth the information about the funding, including, without limitation, any subsidies, awards, grants, payments, or special tax treatment or credits available to Participant by virtue of Participant's generation or proposed generation using ERRs.

If Participant holds any New Renewable Resource Account funds under SB 90, provide a status report on the holding of those funds.

Tab 10. Consent Agreement, FERC Order No. 717 Waiver (Attachment F): For only those projects interconnecting to any transmission system within the control of the CAISO,

please sign and return a copy of Attachment F, authorizing PG&E's transmission department to share certain transmission information with PG&E's merchant business unit, as further explained in Section X of this Solicitation Protocol.

Tab 11. CHP Facility Information (if applicable): A CHP Facility is a Project that meets the federal definition of a "qualifying cogeneration facility," the California definition of "cogeneration," and the CPUC's greenhouse gas emissions standards. If a Participant is a CHP Facility, PG&E requests information be provided for use in the evaluation of its Offer. Sellers should complete Attachment M to the Protocol.

## IX. OFFER PRICING

### A. Pricing for Power Purchase and Sale Agreements

Offers for the three Products, except Ownership Alternatives II and III, must be made in the following units:

**Table IX.1: Product Pricing Units**

| Product | Price Units |
|---|---|
| As-Available | $/MWh |
| Baseload | $/MWh |
| Dispatchable | Capacity: $/kW-year<br>Energy: $/MWh |

Participants will enter prices into the Offer Sheet (Attachment D). Prices should be fixed for the delivery term of the Agreement, *i.e.*, no indexed price,[11] although they may be different from year-to-year. Except for Dispatchable products, the price should be an all-in-price for energy and capacity.

### B. Pricing for As-Available and Baseload Products

For As-Available and Baseload products, Sellers will be paid for energy delivered, in $/MWh, according to the Time of Delivery (TOD) schedule shown in *Table IX.2* below, which reflects the relative value of the energy and capacity during the respective periods. For example, Sellers will be paid their contract price times a TOD factor of 2.38 for each Super-Peak hour of energy delivery from June 1 to September 30. Similarly, Sellers will be paid their contract price times a TOD factor of 0.61 for each Night Hour of delivery from March 1 to May 31.

[11] Indexed prices are accepted for short term products as described in Section XX.

**Table IX.2: Time of Delivery (TOD) Periods & Factors [To be updated]**

| Monthly Period | Super-Peak[1,4] | Shoulder[2,4] | Night[3,4] |
|---|---|---|---|
| Jun – Sep | 2.38 | 1.12 | 0.59 |
| Oct.- Dec., Jan. & Feb. | 1.10 | 0.94 | 0.66 |
| Mar. – May | 1.22 | 0.90 | 0.61 |

Definitions:

1. Super-Peak (5x8) = HE (Hours Ending) 13 - 20, Monday - Friday (*except* NERC holidays).
2. Shoulder = HE 7 - 12, 21 and 22, Monday - Friday (*except* NERC holidays); and HE 7 - 22 Saturday, Sunday and *all* NERC holidays.
3. Night (7x8) = HE 1 - 6, 23 and 24 all days *(including* NERC holidays).
4. NERC (Additional Off-Peak) Holidays include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the 4th Thursday in November. New Year's Day, Independence Day, and Christmas Day, by definition, are predetermined dates each year. However, in the event they occur on a Sunday, the "NERC Additional Off-Peak Holiday" is celebrated on the Monday immediately following that Sunday. However, if any of these days occur on a Saturday, the "NERC Additional Off-Peak Holiday" remains on that Saturday.

## C. Pricing for Dispatchable Products

For Dispatchable products, capacity payments will be paid based on demonstrated availability. *Table IX.5* below allocates the annual capacity payment among the 12 months of the year by Time of Availability (TOA) according to the relative value of capacity in each month. The sum of the TOA factors equals exactly one.

**Table IX.5: Time of Availability and Minimum Availability Factors**

| Month | TOA Factor | Minimum Availability |
|---|---|---|
| Jan | 4.7% | 90% |
| Feb | 2.9% | 90% |
| Mar | 2.3% | 70% |
| Apr | 3.2% | 70% |
| May | 4.2% | 70% |
| Jun | 7.1% | 95% |
| Jul | 15.7% | 95% |
| Aug | 17.8% | 95% |
| Sep | 16.9% | 95% |
| Oct | 10.3% | 90% |
| Nov | 7.6% | 90% |
| Dec | 7.3% | 90% |
| | **100.0%** | **85%** |

To receive the full fixed payment in a given month, the Project will have to demonstrate an Availability Factor at or above the specified Minimum Availability for that month. To improve the potential value of its Offer, the Participant has the option, but not the obligation, to offer

higher Minimum Availability Factors in its Offer on the Dispatchable worksheet of the Offer Form (Attachment D).

Participants must also provide a Project Generation Profile (a Project Availability Profile for Dispatchable products). The applicable profile should represent the Contract Capacity Factor (Contract Availability Factor for Dispatchable products) and take into account planned maintenance and estimated rates of forced outage of the Project.

## X. TRANSMISSION

Transmission availability and transmission-related costs will be part of the Offer evaluation. Figure X (map) and *Table X.1* identify the substation clusters and associated available transmission capacities that are contained in PG&E's TRCR. These clusters are for the sole purpose of ranking resource bids in this RPS Solicitation process and were developed from: (a) responses by developers in the CPUC investigation to resolve transmission constraint issues (CPUC I.00-11-001, Transmission Proceeding), (b) information on renewable resource potentials developed by the CEC,[12] and (c) responses to PG&E's annual requests for information to assess development potential. The latest survey was conducted on November 13, 2009. PG&E's TRCR was approved on February 11, 2011. The TRCR Table provides guidance to Participants on transmission availability and on the cost of potential network upgrades.

### A. Direct Assignment (or Gen-Tie) Facilities

The Participant shall include in its bid price the estimated cost of all the facilities needed to interconnect the renewable energy generation facility to the first point of interconnection with the transmission system grid. These facilities are referred to as direct assignment facilities, or "gen-ties." Direct assignment facilities include the transformer bank used to step-up the generation output to transmission voltage, the outlet line between this step-up transformer bank and the transmission system, and protection and communication facilities needed for interconnection and safe operation of the generator.

If Participant desires PG&E to evaluate the potential for sharing gen-tie costs among it and other selected Participants in the same cluster, as provided by CPUC D.04-06-013, finding of fact 3, Participant must identify its gen-tie costs in its Offer, including the above-listed direct-assignment facilities, in sufficient detail to enable a reasonably reliable evaluation. The gen-tie costs should be stated on the Offer Form in both total capital costs (in first year dollars) and $/MWh ($/kW for Dispatchable products) so that PG&E can evaluate the appropriate Offer price.

---

[12] Including the CEC Preliminary Renewable Resource Assessment, published on July 1, 2003 (100-03-009CR), the CEC Renewable Resource Development Report finalized in November, 2003 (500-03-080F), the CEC Strategic Value Analysis Draft Consultant Report published in June 2005(CEC-500-2005-106) and the CEC Intermittency Analysis Project Report published in July 2007 (CEC-500-2007-081).

## B. Network Upgrades

Network upgrades include all facilities necessary to: (i) reinforce the transmission system after the point where a project's electricity first interconnects with and enters the subject utility's transmission grid; and (ii) transmit or deliver the full amount of power from the Project. Network upgrades, including transmission lines, transformer banks, special protection systems, substation breakers, capacitors, and other equipment needed to transfer power to the consumer.

1. Transmission Cost Adders

Transmission cost adders to reflect the cost of potential network upgrades will be developed for bid evaluation purposes as follows:

i.) Projects With a Completed CAISO or Wholesale Distribution[13] Interconnection Study

For Projects that have already obtained cost estimates from completed Interconnection Study (IS) (Feasibility Study, System Impact Study, Facilities Study, Phase I Study or Phase II Study) through the CAISO or utility Wholesale Distribution Interconnection Process, the Participant shall submit the CAISO or utility cost estimate for the needed Network Upgrade with the Offer. PG&E will then use the IS cost estimate to evaluate and rank the Offers pursuant to CPUC D.03-06-071 and D.04-06-013.[14]

ii. Projects Without Completed Interconnection Study

For Projects that have not completed and obtained the cost estimates from a IS through the CAISO or utility Wholesale Distribution Interconnection Process, PG&E will use the Transmission Ranking Costs included in *Table X.1* below. These Transmission Ranking Costs are part of PG&E's approved TRCR. PG&E's approved TRCR identifies and provides cost information associated with transmission upgrades that may be needed to interconnect new renewable energy generation facilities to the grid and provide the transmission capacity needed to accommodate the facility's output.[15]

---

[13] If shortlisted, Participants offering REC plus Energy for greater than five years will use a customized, modified form of Attachment H1. Participants should consider form H1 when developing their term sheet.

[14] CPUC D.04-06-013, Attachment A, contains a detailed description of the methodology for development and consideration of transmission costs in initial RPS procurement.

[15] The report costs will be based on conceptual transmission studies submitted previously in I.00-11-001, other conceptual transmission studies, and System Impact Studies and Facilities Studies prepared for projects that have initiated the CAISO interconnection process.

2. Transmission Ranking Cost Table

In developing their Offers, Participants that have not completed an IS should use the Transmission Ranking Costs for information regarding expected network upgrades.

It is important to note that PG&E's estimates of transmission costs will be used solely for the purpose of ranking and evaluating Offers. The actual transmission upgrade cost for a specific renewable project may differ from these estimates and PG&E is not responsible or in any way liable for deviations between estimated and actual costs.

Consistent with Attachment A of CPUC D.04-06-013 and D.05-07-040, PG&E has developed Transmission Ranking Costs based on potential transmission congestion, the associated proxy transmission network upgrades, and the associated capital costs that may be needed to accommodate each cluster of renewable resources. The clusters provide a basis for grouping the Offers for evaluation purposes; the Project may physically be connected to points near, but not necessarily at, the cluster from which its Offer is to be evaluated. For each cluster, PG&E has identified various levels of possible additional transmission capacity and the related costs.[16] Accordingly, Level 1 reflects the available transmission capacity after taking into account all approved reliability and economic transmission projects, as well as upgrades planned for generation projects in the CAISO interconnection queue based on their completed ISs. The next Level and subsequent Levels reflect the next most cost-effective proxy network upgrade(s). The number of Levels depends on the number of proxy network upgrades to reasonably accommodate the anticipated total amount of renewable resources in each cluster.

*Table X.1* lists PG&E's Transmission Ranking Costs by cluster and by seasonal delivery period. *Table X.1* shows the network upgrade costs for deliveries in: (1) peak and shoulder periods only, (2) night periods only, and (3) all periods year-round. The break-out of costs by delivery period may be useful for Projects with the ability to control their dispatch to avoid deliveries during periods that would trigger large upgrade expenses in the evaluation process (see Section D below).

In *Table X.1*, for projects located north of PG&E's service territory, the associated cluster will be Round Mountain Substation. For projects located east of PG&E's service territory, the associated cluster will be Summit Metering Station. Pursuant to CPUC D.04-06-013, Seller is responsible for transmission service charges incurred by the generation facility to transmit the power to PG&E's service territory from facilities located outside California. For Projects located south of PG&E's service territory, the associated cluster will be PG&E's Midway Substation. Pursuant to CPUC D.04-06-013, Transmission Ranking Cost(s) published by SCE and SDG&E to transmit power to PG&E's service territory from corresponding clusters in SCE or SDG&E service territory will be added to PG&E's Midway Cluster Transmission Ranking Cost in PG&E's evaluation of project-related transmission costs for Offers from projects located south of

[16] Costs are equal to the total capital cost of the proxy transmission network upgrade project and are stated in 2008 constant dollars. Net present value amounts of each alternative would differ.

PG&E's service territory. However, pursuant to D.05-07-039, in which the CPUC authorized PG&E to accept delivery at any point within CAISO, and D.06-05-039, in which the CPUC authorized PG&E to accept deliveries from ERR Projects anywhere within the state of California, PG&E will also consider alternative commercial arrangements, such as remarketing or swaps, and choose the most cost-effective option using least-cost best-fit principles, as further described in Section XI.F.

### C. Need for Application for Interconnection Through the CAISO or Utility Wholesale Distribution Tariff Interconnection Process

Each Shortlisted Project for which PG&E and Participant execute an Agreement as a result of this Solicitation must apply for interconnection through the CAISO Interconnection Process, or through the host utility if not interconnecting to the CAISO controlled transmission system, and complete the applicable interconnection study process leading to an agreement to interconnect the Project to the transmission system. It is through this process that costs of connecting a renewable resource to the grid can be determined.

PG&E has a preference for resources that can contribute to PG&E's Resource Adequacy (RA) requirement. In order to contribute toward RA, resources must have been deemed fully deliverable by the CAISO.

The CAISO's explanation of its GIP, including its interconnection study timeline, can be viewed at: http://www.caiso.com/docs/2002/06/11/2002061110300427214.html

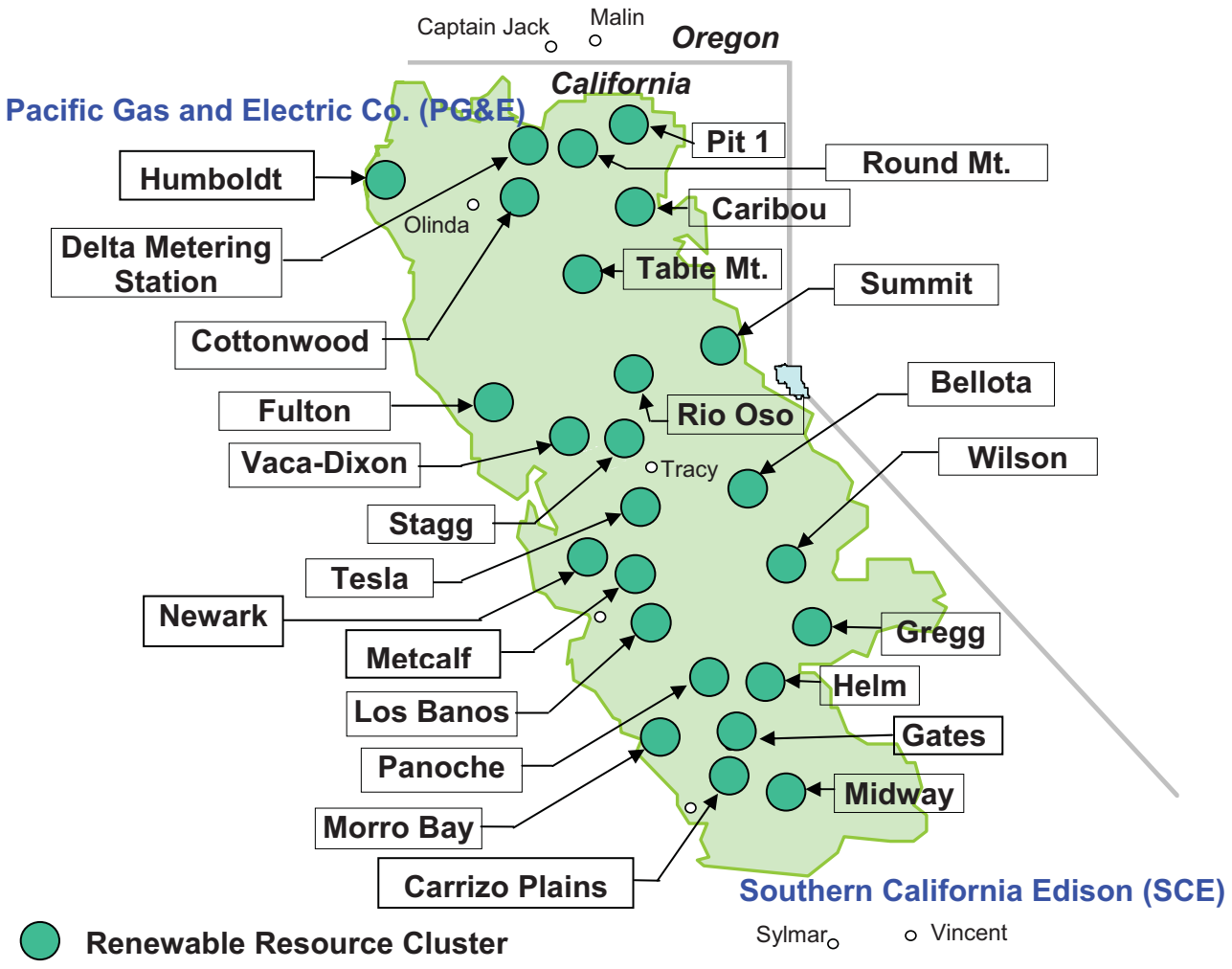
All wholesale procedures, both the CAISO and PG&E Wholesale Distribution Tariff GIP can also be viewed on the PG&E website at:
http://www.pge.com/b2b/newgenerator/wholesalegeneratorinterconnection/

### D. Reducing Project Generation Output to Reduce Transmission Adder

To potentially increase the value of its Offer, Participant may elect to propose a certain level of curtailability or modification to the generation profile to reduce the transmission adder by avoiding or reducing the imputation of the next Level of cost of transmission upgrades to its Offer. These options are presented in PG&E's Offer Form, Attachment D1 to the Solicitation Protocol. The "Participant Proposal – Energy Pricing Sheet" contains an optional "Dispatch Down Provision." A Participant may specify the MW of curtailable capacity in the context of its election to be dispatched down. Alternatively, a Participant may specify a "Generation Profile" that does not trigger the next Level of transmission upgrades. There, the Participant is requested to provide a generation profile forecast of each month's average-day net output energy production, stated in MW by hour, by month and by year.

Since the constrained areas are described in PG&E's approved TRCR, PG&E assumes that the Participant has shaped its generation profile as much as possible to take advantage of the location-specific transmission availability contained in the TRCR. PG&E will evaluate the submitted generation profile or curtailment election when attributing the cost of any transmission adders to submissions in response to this Solicitation.

**FIGURE X**
**PG&E Substations Associated with Renewable Resource Clusters**
**For 2011 Renewables Bidding**



# Table X.1: Transmission Ranking Cost Where PG&E is the Purchaser

*(For Potential New Generation for PG&E's 2011 Renewables RFO*

| Substation Associated With Cluster Of Potential Generation | Level | Peak and Shoulder Year Round | | | Night Year Round | | | Base Load and As Available Year Round | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Maximum MW of Potential Generation In each Level | Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars) | | Maximum MW of Potential Generation In each Level | Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars) | | Maximum MW of Potential Generation In each Level | Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars) | |
| | | | Proxy Voltage Support Devices* | Other Proxy Transmission upgrades | | Proxy Voltage Support Devices* | Other Proxy Transmission upgrades | | Proxy Voltage Support Devices* | Other Proxy Transmission upgrades |
| **Bellota 230 kV** | 1 | 1000 | 70 | 0 | 400 | 28 | 0 | 400 | 28 | 0 |
| | 2 | | | | 500 | 35 | 28 | 500 | 35 | 28 |
| | 3 | | | | 100 | 7 | 15 | 100 | 7 | 15 |
| **Caribou 230 kV** | 1 | 0 | 0 | 0 | 150 | 11 | 0 | 0 | 0 | 0 |
| | 2 | 50 | 4 | 470 | 650 | 46 | 38 | 50 | 4 | 470 |
| | 3 | 450 | 32 | 38 | 200 | 14 | 46 | 100 | 7 | 38 |
| | 4 | 500 | 35 | 46 | | | | 850 | 60 | 46 |
| **Carrizo Plains** | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2 | 310 | 22 | 156 | 500 | 35 | 1156 | 500 | 35 | 1156 |
| **Cortina 230 kV** | 1 | 350 | 25 | 0 | 300 | 21 | 0 | 300 | 21 | 0 |
| | 2 | 450 | 32 | 40 | 500 | 35 | 40 | 500 | 35 | 40 |
| | 3 | 200 | 14 | 59 | 200 | 14 | 59 | 200 | 14 | 59 |
| **Cottonwood 230 kV** | 1 | 0 | 0 | 0 | 850 | 60 | 0 | 0 | 0 | 0 |
| | 2 | 1150 | 81 | 298 | 250 | 18 | 46 | 850 | 60 | 298 |
| | 3 | 350 | 25 | 46 | 200 | 14 | 24 | 250 | 18 | 46 |
| | 4 | | | | 200 | 14 | 298 | 400 | 28 | 24 |
| **Delta Metering Station 115 kV** | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2 | 500 | 35 | 318 | 500 | 35 | 318 | 500 | 35 | 318 |
| **Fulton 230 kV** | 1 | 450 | 32 | 0 | 300 | 21 | 0 | 300 | 21 | 0 |
| | 2 | 150 | 11 | 37 | 450 | 32 | 37 | 300 | 21 | 37 |
| | 3 | 500 | 35 | 85 | 350 | 25 | 85 | 500 | 35 | 85 |
| | 4 | 300 | 21 | 258 | 400 | 28 | 163 | 300 | 21 | 420 |
| | 5 | 100 | 7 | 35 | | | | 100 | 7 | 35 |
| **Gates 230 kV** | 1 | 960 | 67 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2 | | | | 500 | 35 | 1000 | 500 | 35 | 1000 |
| | 3 | | | | 300 | 21 | 98 | 300 | 21 | 98 |
| | 4 | | | | 200 | 14 | 17 | 200 | 14 | 17 |
| **Gregg 230 kV** | 1 | 0 | 0 | 0 | 200** | 14 | 0 | 0 | 0 | 0 |
| | 2 | 275 | 19 | 4 | 400 | 28 | 1000 | 200 | 14 | 4 |
| | 3 | 325 | 23 | 7 | 400 | 28 | 98 | 400 | 28 | 1106 |
| | 4 | 125 | 9 | 43 | | | | 125 | 9 | 43 |
| | 5 | 275 | 19 | 28 | | | | 275 | 19 | 28 |

| Substation Associated With Cluster Of Potential Generation | Level | Peak and Shoulder Year Round: Maximum MW of Potential Generation In each Level | Peak and Shoulder Year Round: Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars): Proxy Voltage Support Devices* | Peak and Shoulder Year Round: Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars): Other Proxy Transmission upgrades | Night Year Round: Maximum MW of Potential Generation In each Level | Night Year Round: Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars): Proxy Voltage Support Devices* | Night Year Round: Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars): Other Proxy Transmission upgrades | Base Load and As Available Year Round: Maximum MW of Potential Generation In each Level | Base Load and As Available Year Round: Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars): Proxy Voltage Support Devices* | Base Load and As Available Year Round: Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars): Other Proxy Transmission upgrades |
|---|---|---|---|---|---|---|---|---|---|---|
| **Helm 230 kV** | 1 | 150 | 11 | 0 | 200 | 14 | 0 | 150 | 11 | 0 |
| | 2 | 600 | 42 | 18 | 75 | 5 | 1000 | 125 | 9 | 1018 |
| | 3 | 150 | 11 | 22 | 125 | 9 | 22 | 125 | 9 | 22 |
| | 4 | 100 | 7 | 12 | 600 | 42 | 98 | 600 | 42 | 110 |
| **Humboldt 115 kV** | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2 | 350 | 25 | 383 | 500 | 35 | 383 | 350 | 25 | 383 |
| | 3 | 150 | 11 | 298 | | | | 150 | 11 | 298 |
| **Los Banos 230 kV** | 1 | 550 | 39 | 0 | 100 | 7 | 0 | 100 | 7 | 0 |
| | 2 | 450 | 32 | 17 | 475 | 33 | 98 | 450 | 32 | 98 |
| | 3 | | | | 425 | 30 | 101 | 450 | 32 | 101 |
| **Metcalf 230 kV** | 1 | 1000 | 70 | 0 | 1000 | 70 | 0 | 1000 | 70 | 0 |
| | | | | | | | | | | |
| **Midway 230 kV** | 1 | 1450 | 102 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2 | 250 | 18 | 46 | 600 | 42 | 1000 | 600 | 42 | 1000 |
| | 3 | 1300 | 91 | 17 | 175 | 12 | 98 | 175 | 12 | 98 |
| | 4 | | | | 1075 | 75 | 101 | 925 | 65 | 46 |
| | 5 | | | | 1150 | 81 | 46 | 1300 | 91 | 101 |
| **Morro Bay 230 kV** | 1 | 750 | 53 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2 | 250 | 18 | 98 | 500 | 35 | 1000 | 500 | 35 | 1000 |
| | 3 | | | | 50 | 4 | 98 | 250 | 18 | 98 |
| | 4 | | | | 225 | 16 | 98 | 25 | 2 | 98 |
| | 5 | | | | 725 | 51 | 101 | 725 | 51 | 101 |
| **Newark 230 kV** | 1 | 1400 | 98 | 0 | 1500 | 105 | 0 | 1400 | 98 | 0 |
| | 2 | 50 | 4 | 49 | | | | 50 | 4 | 49 |
| | 3 | 50 | 4 | 292 | | | | 50 | 4 | 292 |
| **Panoche 230 kV** | 1 | 670 | 47 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2 | 50 | 4 | 17 | 325 | 23 | 26 | 325 | 23 | 26 |
| | 3 | 50 | 4 | 17 | 675 | 47 | 98 | 575 | 40 | 98 |
| **Pit 1 230 kV** | 1 | 0 | 0 | 0 | 175 | 12 | 0 | 0 | 0 | 0 |
| | 2 | 250 | 18 | 470 | 50 | 4 | 10 | 175 | 12 | 470 |
| | 3 | 50 | 4 | 10 | 575 | 40 | 10 | 625 | 44 | 21 |
| | 4 | 700 | 49 | 10 | 200 | 14 | 46 | 200 | 14 | 46 |
| **Rio Oso 230 kV** | 1 | 0 | 0 | 0 | 1000 | 70 | 0 | 0 | 0 | 0 |
| | 2 | 250 | 18 | 61 | | | | 250 | 18 | 61 |
| | 3 | 200 | 14 | 94 | | | | 200 | 14 | 94 |
| | 4 | 550 | 39 | 38 | | | | 550 | 39 | 38 |

| Substation Associated With Cluster Of Potential Generation | Level | Peak and Shoulder Year Round: Maximum MW of Potential Generation In each Level | Peak and Shoulder Year Round: Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars): Proxy Voltage Support Devices* | Peak and Shoulder Year Round: Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars): Other Proxy Transmission upgrades | Night Year Round: Maximum MW of Potential Generation In each Level | Night Year Round: Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars): Proxy Voltage Support Devices* | Night Year Round: Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars): Other Proxy Transmission upgrades | Base Load and As Available Year Round: Maximum MW of Potential Generation In each Level | Base Load and As Available Year Round: Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars): Proxy Voltage Support Devices* | Base Load and As Available Year Round: Cost of Proxy Network Upgrades to accommodate MW Level of Potential Generation ($ millions in 2008 dollars): Other Proxy Transmission upgrades |
|---|---|---|---|---|---|---|---|---|---|---|
| **Round Mt 230 kV** | 1 | 0 | 0 | 0 | 600 | 42 | 0 | 0 | 0 | 0 |
| | 2 | 800 | 56 | 768 | 1400 | 98 | 46 | 800 | 56 | 814 |
| | 3 | 350 | 25 | 46 | | | | 350 | 25 | 0 |
| | 4 | 850 | 60 | 245 | | | | 850 | 60 | 245 |
| **Stagg 230 kV** | 1 | 0 | 0 | 0 | 650 | 46 | 0 | 0 | 0 | 0 |
| | 2 | 750 | 53 | 294 | 350 | 25 | 10 | 650 | 46 | 294 |
| | 3 | 250 | 18 | 10 | | | | 350 | 25 | 10 |
| **Summit Metering Station 115 kV** | 1 | 0 | 0 | 0 | 75 | 5 | 0 | 0 | 0 | 0 |
| | 2 | 250 | 18 | 287 | 425 | 30 | 287 | 250 | 18 | 287 |
| | 3 | 250 | 18 | 94 | | | | 250 | 18 | 94 |
| **Table Mt 230 kV** | 1 | 0 | 0 | 0 | 800 | 56 | 0 | 0 | 0 | 0 |
| | 2 | 900 | 63 | 470 | 200 | 14 | 46 | 800 | 56 | 470 |
| | 3 | 100 | 7 | 46 | | | | 200 | 14 | 46 |
| **Tesla 230 kV** | 1 | 0 | 0 | 0 | 1000 | 70 | 0 | 0 | 0 | 0 |
| | 2 | 1000 | 70 | 418 | | | | 1000 | 70 | 418 |
| **Vaca Dixon 230 kV** | 1 | 0 | 0 | 0 | 1000 | 70 | 0 | 0 | 0 | 0 |
| | 2 | 1000 | 70 | 378 | | | | 1000 | 70 | 378 |
| **Wilson 230 kV** | 1 | 450 | 32 | 0 | 700** | 49 | 0 | 450 | 32 | 0 |
| | 2 | 500 | 35 | 28 | 50 | 4 | 12 | 300 | 21 | 40 |
| | 3 | 50 | 4 | 35 | 250 | 18 | 43 | 250 | 18 | 78 |

Notes:

* Static Var Compensator (SVC) is used as a proxy for voltage support devices required. The size of the SVC at each level assumes the capacity in each level will be fully utilized. However, since addition of voltage support devices is less "lumpy" than other transmission facilities, it is separately listed so that the size, and hence, cost can be prorated based on the size of the resource bid.

** The maximum potential generation for these levels assumes that it is cost effective to increase pumping at Helms Pump Storage Plant (PSP) during off-peak (night) periods using the new generation at these clusters. In addition, for the off peak (night) hours for the months of June through September, the maximum MW generation in level 1 could be increased by another 300 MW when maximum pumping at Helms PSP is likely.

PG&E will continue to identify transmission projects that are needed for multiple purposes (for example, transmission reinforcements that would be needed to maintain system reliability and to accommodate renewable resources). PG&E released its 2010 Expansion Plan in November 2009. As transmission projects that are identified in that plan have not yet been approved, they were not considered in the PG&E study used to generate these Transmission Ranking Costs. However, if new transmission projects are approved by the CAISO and PG&E management before Offer evaluation, they will be included in Offer evaluation.

## XI. EVALUATION OF OFFERS

PG&E will base its evaluation of Offers upon the information contained in the submitted Offer forms. This evaluation will identify the Projects with which PG&E will enter into negotiations, that is, "Shortlisted Projects." Participants are responsible for the accuracy of all figures, descriptions and calculations. Evaluation criteria include Market Valuation, Portfolio Fit, Project Viability, RPS Goals, Transmission Cost Adders and Integration Costs, Counterparty Concentration and Modifications. PSA offers will be evaluated using the same criteria, as applicable, as other Projects. Offers to provide a Site will be evaluated separately.

Each Offer will be assessed on each of the criteria described in this Section XI, Section XX and Section XXI and further detailed in Attachment K of this Solicitation Protocol. Offers will be ranked according to Market Valuation. In accordance with CPUC D.04-06-013, the first ranking will not include Transmission Adders and Integration Costs. PG&E will assign the applicable Transmission Adders and Integration Costs (Integration Costs assumed as zero until further CPUC or CEC guidance) to each Offer, resulting in a Net Value. The Offers will be re-ranked by Net Value for purposes of Shortlisting. Using the information and scores in each of the other evaluation criteria, PG&E will decide which Offers to include and which ones not to include on the Shortlist. Following the establishment of a Shortlist, negotiations will be conducted with respect to each Participant's Shortlisted Offer(s).

### A. Market Valuation

#### 1. Initial Market Price

Market Valuation compares an Offer's costs to its market value. An Offer's cost is reflected in the Offer's pricing. An Offer's benefits are the market value of the energy, capacity, and ancillary services. The risks and uncertainties associated with an Offer's costs and benefits will be considered as part of Market Valuation. These costs and benefits do not include the costs and benefits associated with an Offer's impact on PG&E's portfolio positions. The impact on the portfolio is addressed in Section XI.B below (Portfolio Fit).

PG&E will assess the market value of the energy deliveries based on initial energy delivery date and delivery term of the Transaction, delivery location, price, and TOD profile. The Locational Marginal Price multipliers will be used to incorporate congestion cost and losses. See Attachment K for more details.

2. Price Structure

For As-Available and Baseload products, the contract price is a single all-in price, in $/MWh. For Dispatchable products, the contract price is submitted as a fixed capacity price (in $/kW-yr) and a fixed energy price (in $/MWh).

From the information provided in Participant's Offer, a Market Valuation will be made of the energy to be delivered or, in the case of Dispatchable products, the energy to be made available. For each product offered to PG&E, the contract price will be compared to the market value of the energy deliveries reflecting the delivery point location.

Baseload products are viewed as forwards, so the contract price will be valued against appropriate forward price curves.

As-Available products are viewed as variable-quantity forwards, where the quantities take into account the forecasted schedule of deliveries, so the contract price will also be valued against appropriate forward price curves. Valuation of resources will take into account the variable and random nature of energy deliveries.

Dispatchable products are viewed as options, with the contract energy price as the option strike and the contract fixed price as the option premium; the energy option will be evaluated using an option pricing model. Both the incremental costs and benefits of ancillary services will be assessed.

The value of capacity, including local reliability benefits, associated with each Offer will be assessed. The value of capacity will be determined based on whether the resource will have a finding of full capacity deliverability from the CAISO, or whether the resource will be considered energy-only. Resources with an expected finding of full capacity deliverability will be attributed both energy and capacity value.

These assessments of energy, capacity and ancillary services will yield the net benefit (market value minus contract price) of each Offer being offered to PG&E.

## B. Portfolio Fit

It is extremely important that PG&E be able to count on generation from a Project when planned as part of managing its long term portfolio. The portfolio fit measure differentiates offers by the firmness of their energy delivery and by their energy delivery patterns. A higher portfolio fit measure is assigned to the energy that PG&E is sure to receive and fits the needs of the existing portfolio.

## C. Credit

Following Shortlisting, PG&E may consider the Participant's capability to perform all of its financial and financing obligations under the Agreements and PG&E's overall credit concentration with the Participant, including any of Participant's affiliates.

## D. Project Viability

The CPUC developed a Project Viability Calculator (PVC) with stakeholder participation from utilities, renewable project developers and ratepayer advocates. The CPUC's PVC, along with background on its development, instructions for use, and criteria scoring guidelines can be found on http://www.cpuc.ca.gov/PUC/energy/Renewables/procurement.htm and in the PVC itself.

The CPUC allows IOUs to modify certain aspects of the PVC as described in the 'Instructions' tab of the calculator. PG&E added the criterion 'EPC Experience' and modified category and criteria weightings to reflect PG&E's experience in assessing project viability, resulting in PG&E's **modified** version of the PVC, which is shown in Figure 1 of K and functional in the 'Project Viability' worksheet of Attachment D. PG&E will evaluate the project viability of each offer using its **modified** version of the PVC. Participants are requested to self-score each of their offers using the modified PVC in Attachment D and provide supporting documentation for each score. PG&E will review all submissions and adjust self-scores as appropriate. For background, a project's viability score is based on weighted scores in three categories: (1) Company/ Development Team; (2) Technology; and (3) Development Milestones. The Project Viability assessment results in a score ranging from 0 to 100 points with 100 being the highest possible score. Offer information required by PG&E for evaluation of project viability is described in this 2011 Solicitation Protocol Section VIII.D. The Participant's claims in all three categories are verified to the extent possible using publicly available data and/or PG&E data.

This protocol applies to all offers in this solicitation.

## E. RPS Goals

The RPS Goals evaluation will take into account the Offer's support of the CPUC's and Legislature's RPS program benefits and goals, the Governor's biomass energy goals, and PG&E's Supplier Diversity goals, as further described in and requested by Section VIII.D., Tab 4, and directly below.

It is the policy of PG&E that Women, Minority and Disabled Veterans Business Enterprises (WMDVBE) shall have the maximum practicable opportunity to participate in the performance of Agreements resulting from this Solicitation. PG&E encourages Participants to carry out PG&E's policy and contribute to PG&E's supplier diversity goal by reaching greater than 30 percent of all procurement with WMDVBEs. The Supplier Diversity evaluation will take into account the Participant's status as a WMDVBE, intent to subcontract with WMDVBEs, and the Participant's own Supplier Diversity Program.

Supplier Diversity is a consideration in the selection process. If Participant is selected and a PPA is negotiated, the PPA will include a requirement to make good faith efforts toward meeting the contracted supplier diversity target, and successful bidder(s) will be expected to report payments made to WMDVBEs to support the project upon request but no less than annually.

## F. Adjustment for Transmission Cost Adders and Integration Costs

### 1. Transmission Cost Adders

Any transmission cost adders or integration costs attributed to the Project will also be considered in bid ranking. Transmission cost adders are described in Section X.B. Integration costs are defined as the costs and values of integrating an electrical resource such as a generation project into a systemwide electrical supply. The primary categories of integration costs are regulation and load-following.

In D.05-07-039, the CPUC authorized the utilities to accept delivery at any point within the control area of the CAISO for the express purpose of increasing the number of bids. Deliveries to locations outside of utility service territories became eligible for the RPS, thus avoiding the cost and delay of securing transmission to import the electricity to utility load centers. To this end, the CPUC modified the directions in D.04-06-013 for the transmission ranking of bids to include adjustments for the costs associated with delivery outside the utility service territory.

In D.06-05-039, the CPUC authorized PG&E to accept deliveries from ERR Projects anywhere within the state of California. The CPUC contemplates that delivery from a generating unit could be made to the local Load Serving Entity (LSE), and that a corresponding amount of electricity could be received by PG&E at a different location by arrangement with the recipient LSE. Commercial arrangements may enable projects to avoid potentially significant transmission upgrade expenses.

In this Solicitation, PG&E may accept the electricity at a CAISO delivery point or another delivery point outside of PG&E's service territory and avoid the cost of congestion through the use of typical commercial arrangements. Examples of such arrangements include remarketing of the delivered energy, utility swaps, use of transmission adjustment bids and obtaining transmission as it becomes available. Ultimately, who pays for the cost of transmission is negotiable, subject to PG&E's ability to recover the cost.

The actual cost of necessary transmission upgrades will be based upon the results of the interconnection studies.

### 2. Establishing the Transmission Cost of Out-of-Service Territory Bids

If a Project is located outside the CAISO-controlled grid and is offering delivery outside the CAISO-controlled grid, the Participant must arrange for delivery to an intertie with the CAISO-controlled grid. The resulting transmission cost adder would be based on the transmission ranking cost at the cluster closest to the point where its power would enter PG&E's territory (*e.g.*, for power coming in from the Pacific Northwest, the cluster would be Round Mountain). However, PG&E will also consider possible commercial arrangements that might be more economical than physically transmitting the power to the PG&E grid and will choose the most cost-effective option using least-cost best-fit principles, consistent with applicable CPUC and CEC regulations.

3. Integration Costs

PG&E is required, pursuant to Cal. Pub. Util. Code § 399.14(a)(2)(B), to consider integration costs in the rank ordering and selection of least-cost and best-fit renewable resources. In implementing this provision, the CPUC has directed PG&E to rely on the results of the integration studies conducted by the CEC. The CEC issued an interim report, "*California RPS Integration Costs Analysis-Phase I: One Year Analysis of Existing Resources,*" in December 2003. The CEC's report recommended an integration methodology and preliminary values, but the methodology and preliminary values are still undergoing CEC review. CPUC D.04-07-029 directed PG&E to assume an integration value of zero in its least-cost, best-fit evaluation for the 2004 RPS solicitation. The CPUC reaffirmed this policy in D.11-04-030. PG&E will continue to assume this value of zero unless it is updated in a future CPUC decision.

### G. Modifications

PG&E will assess the materiality and cost impact of any of Participant's proposed modifications to Solicitation requirements and the applicable PPA or term sheet. PG&E strongly encourages Participants to only make those changes to the PPA that address particular technology, project development or operational issues. The specially-marked contract terms are non-modifiable by Commission order and shall not be modified.

### H. Counterparty Concentration

PG&E will consider the total volume of offers submitted by a single counterparty. For the 2011 RPS RFO, Sellers should submit no more than 5 offers. Participants may submit more than 5 offers (maximum of 10 offers) if the total MW offered does not exceed 200 MW. In addition, PG&E may consider the volume of energy already under contract from a particular counterparty, as well as offers received in this solicitation.

## XII. CONFIDENTIALITY/SARBANES-OXLEY DISCLOSURE

### A. Confidentiality

Except with PG&E's prior written consent, no Participant shall disclose its participation in this Solicitation (other than by attendance at any meeting held by PG&E with respect to the Solicitation) or collaborate on, or discuss with any other Participant or potential Participant bidding strategies or the substance of any Offer(s), including without limitation the price or any other terms or conditions of any Offer(s).

Except as provided below, all information and documents clearly identified by Participant as "Confidential" on the page(s) on which confidential information appears shall be considered confidential information. PG&E shall not disclose such information and documents to any third parties except for PG&E's or PG&E Corporation's, officers, directors, employees, agents, counsel, accountants, advisors, or contractors who have a need to know such information and have agreed to keep such information confidential and except as provided below.

Notwithstanding the foregoing, it is expressly contemplated that the information and documents submitted by Participant in connection with this Solicitation will be provided to the CPUC, its staff, the Independent Evaluator, and the PRG for their review. PG&E will seek confidential treatment under D.06-06-066, any successor orders, and/or pursuant to California Public Utilities Code § 583 and General Order 66-C of the CPUC, with respect to any Participant-supplied non-public Solicitation information and documents ("Participant's Confidential Information") that are submitted by PG&E to the CPUC for the purpose of obtaining Regulatory Approval, as discussed in Section XVI. PG&E will also seek confidentiality and/or non-disclosure agreements with the PRG applicable to confidential information submitted by Participants in connection with the Solicitation. PG&E cannot, however, ensure that the CPUC will afford confidential treatment to Participant's Confidential Information, or that confidentiality agreements or orders will be obtained from and/or honored by the PRG or the CPUC.

PG&E retains the right to disclose any information or documents provided by Participant to the CPUC, the PRG, CEC and to any other entity in order to comply with any applicable law, regulation, or any exchange, control area or CAISO rule, or order issued by a court or entity with competent jurisdiction over PG&E at any time even in the absence of a protective order, confidentiality agreement or nondisclosure agreement, as the case may be, without notification to Participant and without liability or any responsibility of PG&E to Participant.

As provided in Section II.B.6, once a Participant is selected for PG&E's Shortlist, the Participant must execute a Confidentiality Agreement (Attachment G) and return such Confidentiality Agreement, along with the required Offer Deposit within ten (10) business days of notification of their selection in order to continue to participate in the Solicitation.

### B. Sarbanes-Oxley Disclosure

For each Participant who enters into an Agreement with PG&E, Generally Accepted Accounting Principles and Securities and Exchange Commission rules require PG&E to evaluate if the Participant's financial information must be consolidated by PG&E. Some general guidelines for determining whether consolidation must occur include:

i) Determination if the Participant is a variable interest entity under Generally Accepted Accounting Principles;
ii) Determination of allocation of risk and benefits;
iii) Proportion of total project output being purchased by PG&E;
iv) Proportion of expected remaining project life being committed to PG&E; and
v) Pricing provisions of the Agreement; that is, does the Agreement contain fixed long-term prices or does pricing vary over the term of the Agreement based on market conditions or other factors.

Following Shortlisting, if PG&E determines that consolidation is required, PG&E may require the following during every calendar quarter for the term of an Agreement:

i) Complete financial statements and notes to financial statements; and
ii) Financial schedules underlying the financial statements, all within fifteen (15) days of the end of each quarter.

Any information provided to PG&E shall be treated confidentially and only disclosed on an aggregate basis with other similar entities for which PG&E has power-purchase contracts. The information will only be used for financial statement purposes and shall not be otherwise shared with internal or external parties.

## XIII. PROCUREMENT REVIEW GROUP REVIEW

Following completion of the evaluation and rankings of Offers, PG&E will submit the results of the evaluation and its recommendations to its PRG. Such information will include at least the all-in cost ranking of Offers, an explanation of the application of transmission cost adders and other integration costs, the use of non-price evaluation criteria, and PG&E's recommendations based on such information. If the PRG concurs with PG&E's recommendation to select an Offer without material modification, PG&E will proceed to notify selected Participants in the manner provided in Section XIV below. PG&E, in its sole discretion, shall determine whether a modification proposed by the PRG is material. In the event that the PRG proposes material modifications to PG&E's recommendation, or does not concur with some or all of the results of the evaluation, PG&E may, in its sole discretion and without limitation, do any of the following, as it deems appropriate: (1) inform identified Shortlisted Participants of the results of the PRG evaluation and seek Regulatory Approval of identified Offers in accordance with this Solicitation Protocol without regard to the recommendation of the PRG; (2) notify identified Shortlisted Participants of the modifications proposed by the PRG and, if such modifications are mutually acceptable to PG&E and the affected Participants, seek Regulatory Approval of the selected Offers as modified; (3) if recommended by the PRG, reevaluate the Offers and submit the reevaluated results to the PRG for additional review; (4) reject the Offers; or (5) terminate the Solicitation. PG&E has no obligation to obtain the concurrence of the PRG with respect to any Offer.

PG&E assumes no responsibility for the actions of the PRG, including actions that may delay or otherwise affect the schedule for this Solicitation, including the timing of the selection of Participants and the obtaining of Regulatory Approval.

## XIV. SHORTLIST NOTIFICATION TO PARTICIPANTS

Based on the Solicitation schedule set forth in Section II above, as may be modified in PG&E's sole discretion, PG&E expects to be able to provide e-mail notification to Participants whose Offers have been Shortlisted and invite the Shortlisted Participants to conduct discussions and negotiations with PG&E regarding Participant's Offer. PG&E anticipates notifying those Participants not selected to the Shortlist shortly thereafter. PG&E also reserves the right to contact selected Participants during the evaluation process to clarify any Offers.

In addition to the Offer Deposit (as described in Section V.C) and the Confidentiality Agreement (as described in Section VIII.C and contained in Attachment G), Participant shall provide a completed Credit and Finance Information (Attachment E) form with ten (10) business days of notification of being Shortlisted. Participants are not required to complete or submit Attachment E prior to Shortlisting. PG&E's further evaluation of the Participant's financial

strength and the Project's financial ability will be based on the information requested by and provided in Attachment E, including the Participant's corporate structure, debt ratings, financing plan and commitments, prior project financing experience, and an analysis of pro forma financials.

## XV. EXECUTION OF AGREEMENT

By submitting an Offer Deposit upon Shortlisting, Participant agrees to enter into an Agreement that substantially reflects the proposed commercial terms set forth in this Solicitation Protocol as may be supplemented by a related Term Sheet, as applicable. With respect to the PPA, PG&E, in its sole discretion, will determine whether any proposed modifications or alterations of the PPA or PSA Term Sheet are material and reserves the right to decline to execute any such document with a selected Participant.

## XVI. REGULATORY APPROVAL

As described in each Agreement, Participant's obligation to deliver, and PG&E's obligation to purchase, electric power from Participant's project are expressly conditioned on the occurrence of Regulatory Approval and other conditions precedent set forth in that provision. As used within this Solicitation Protocol and in the context of the Solicitation, "Regulatory Approval" means a final and non-appealable order or orders of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which does the following:

1. Approves the Agreement with Participant in its entirety, including payments to be made by PG&E, subject to CPUC review of PG&E's administration of the Agreement, and finds PG&E's entry into the Agreement is reasonable.

2. Authorizes PG&E to recover approved payments and/or revenue requirements in utility rates.

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

## XVII. DISPUTE RESOLUTION

Except as expressly set forth in this Protocol, by submitting an Offer, Participant knowingly and voluntarily waives all remedies or damages at law or equity concerning or related in any way to the Solicitation, the Solicitation Protocol and/or any attachments to the Solicitation Protocol ("Waived Claims"). The assertion of any Waived Claims by Participant may, to the extent that Participant's Offer has not already been disqualified, automatically disqualify such Offer from further consideration in the Solicitation or otherwise.

By submitting an Offer, Participant agrees that the only forums in which Participant may assert any challenge with respect to the conduct or results of the Solicitation is the CPUC's RPS Order Instituting Rulemaking (OIR) docket, R.08-08-009[17] or through the Alternative Dispute Resolution (ADR) services provided by the CPUC pursuant to Resolution ALJ-185, August 25, 2005. The ADR process is voluntary in nature, and does not include processes, such as binding arbitration, that impose a solution on the disputing parties. However, PG&E will consider the use of ADR under the appropriate circumstances. Additional information about this program is available on the CPUC's website at the following link:
www.cpuc.ca.gov/PUBLISHED/Agenda_resolution/47777.htm

Participant further agrees that other than through the ADR process, the only means of challenging the conduct or results of the Solicitation is a protest to an Advice Letter Filing seeking approval of one or more Agreements entered into as a result of the Solicitation, that the sole basis for any such protest shall be that PG&E allegedly failed in a material respect to conduct the Solicitation in accordance with this Protocol, and the exclusive remedy available to Participant in the case of such a protest shall be an order of the CPUC that PG&E again conduct any portion of the Solicitation that the CPUC determines was not previously conducted in accordance with the Solicitation Protocol. Participant expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs, and/or attorneys fees. Unless PG&E elects to do otherwise in its sole discretion during the pendency of such a protest or ADR process, the Solicitation and any related regulatory proceedings related to the Solicitation, including the RPS OIR, will continue as if the protest had not been filed, unless the CPUC has issued an order suspending the Solicitation or PG&E has elected to terminate the Solicitation.

Participant agrees to indemnify and hold PG&E harmless from any and all claims by any other Participant asserted in response to the assertion of a Waived Claim by Participant or as a result of a Participant's protest to an advice letter filing with the CPUC resulting from the Solicitation.

Except as expressly provided in this Protocol, nothing herein including Participant's waiver of the Waived Claims as set forth above, shall in any way limit or otherwise affect the rights and remedies of PG&E. Nothing in this Protocol is intended to prevent any Participant from informally communicating with the CPUC or its staff regarding this Solicitation or any other matter.

## XVIII. TERMINATION OF THE SOLICITATION – RELATED MATTERS

PG&E reserves the right at any time, in its sole discretion, to terminate the Solicitation for any reason whatsoever without prior notification to Participants and without liability of any kind to, or responsibility of, PG&E or anyone acting on PG&E's behalf. Without limitation, grounds for termination of the Solicitation may include the assertion of any Waived Claims by a Participant or a determination by PG&E that, following evaluation of the Offers, there are no Offers that provide adequate customer benefit.

---

[17] Order Instituting Rulemaking to Continue Implementation and Administration of California Renewables Portfolio Standard Program, Rulemaking 08-08-009.

PG&E reserves the right to change the Offer evaluation criteria for any reason, to terminate further participation in this process by any Participant, to accept any Offer or to enter into any definitive Agreement, to evaluate the qualifications of any Participant, and to reject any or all Offers, all without notice and without assigning any reasons and without liability to PG&E or anyone acting on PG&E's behalf. PG&E shall have no obligation to consider any Offer.

In the event of termination of the Solicitation for any reason, PG&E will not reimburse Participant for any expenses incurred in connection with the Solicitation except the Offer Deposit as expressly provided in Sections V.C or V.D, as applicable. PG&E shall have no obligation to reimburse any Participant's expenses regardless of whether such Participant's Offer is selected, not selected, rejected or disqualified.

## XIX. FERC ORDER No. 717 NOTICE

Pursuant to the FERC Standards of Conduct issued November 25, 2003, enacted through FERC Order 2004, as modified by FERC Order No. 717 issued October 16, 2008, PG&E's transmission planning group unit ("Transmission") is prohibited from sharing non-public transmission-related information to the PG&E marketing or "merchant" business unit. In order to evaluate any transmission system benefits proposed in an Offer that would result in interconnection to PG&E's transmission grid, Transmission would need to share its conclusions regarding the local reliability component of each Offer with PG&E's merchant business unit. To that end, PG&E seeks a waiver from each Participant authorizing Transmission to share such conclusions with PG&E's merchant business unit. The waiver is attached hereto (Attachment F) and is available on the RPS Solicitation website. If the Project would interconnect to the CAISO grid, please sign the waiver and return it to PG&E with your Offer.

## XX. SHORT TERM OFFERS

### A. Request for Short Term Offers

As part of the Solicitation, PG&E is also requesting that interested parties submit Offers to provide energy generated by existing or new ERRs to PG&E for Delivery Terms of less than five (5) years and at least one (1) month ("Short Term Offers"). Unless otherwise stated in this Section XX, Participants should prepare a Short Term Offer according to the criteria and requirements for an Offer as set forth in this Solicitation Protocol. The defined term "Offer" as used in this Solicitation Protocol shall include Short Term Offers.

PG&E is seeking Short Term to assist with meeting its RPS goals in the near term and to provide Participants with greater flexibility and simplicity in the negotiation process.

### B. Solicitation Schedule

Short Term Offers shall be submitted according to the schedule for Offers presented in Section II.A.

## C. Solicitation Goals for Short Term Offers

PG&E is seeking energy through Short Term Offers for As-Available and Baseload resource products. PG&E will not require purchase of, but is willing to purchase, the corresponding capacity from the ERR as proposed in a Short Term Offer.

## D. Nature of Short Term Offer

A Participant submitting a Short Term Offer for a Delivery Term of less than five (5) years is not required to agree to exclusive negotiations with PG&E or to be bound by its Short Term Offer from the date of submission.

## E. Short Term Offer Deposit

All Offers must provide an Offer Deposit upon Shortlisting as set forth in Section V.C. except for Short Term Offers from existing ERRs with Delivery Terms of less than five (5) years which will not be required to provide an Offer Deposit.

## F. Shortlisting by PG&E and/or Another Load Serving Entity

Section V.D. does not apply to Short Term Offers. However, a Participant must provide PG&E with five (5) business days' notice prior to withdrawing a Shortlisted Short Term Offer.

## G. Performance Assurance Standards

Participants that execute a PPA with PG&E pursuant to a Short Term Offer are required to post Project Development Security or Pre-Delivery Term Security in the amounts described below, within 30 days following the CPUC Approval of the PPA,[16] and maintain it until Delivery Term Security is posted.

Delivery Term Security in the amounts described below must be posted on Commercial Operation Date and maintained till the end of the Term.

---

[16] Pursuant to the PPA for New ERRs, the Project Development Security will be retained by PG&E as liquidated damage in the event that Participant is unable to construct the Project due to Participant's inability to obtain necessary permits, transmission upgrades or to overcome a force majeure event.

| Term | New ERRs | Existing ERRs |
|---|---|---|
| Less than 1year | Project Development Security: None.<br>Delivery Term Security: None | Pre-Delivery Term Security: None<br>Delivery Term Security: None |
| One year or greater, but less than 5 years | Project Development Security: $25/kw<br>Delivery Term Security: 2 months minimum expected revenue | Pre-Delivery Term Security: $3/kw<br>Delivery Term Security: 2 months minimum expected revenue |

## H. Required Forms

With respect to the information required in Section VIII.C., Participants submitting Short Term Offers from existing ERRs shall provide only the information required in the Offer Form (Attachment D), PPA Term Sheet and Project Description, to the extent applicable. Participants submitting Short Term Offers from new ERRs shall provide all of the information described in Section VIII.C.

## I. Offer Pricing

Participants with Short Term Offers from existing ERRs with Delivery Terms of less than five (5) years are not required to include TOD factors as stated in Section IX.B, but instead may include in the Short Term Offer the following:

- Fixed price for the energy from a unit specific or RPS system/portfolio Project; or
- Index price based on the NP-15, COB or other Index Price plus an adder for Green Attributes.

- For out-of-state offer participants offer must provide Firming and Shaping service to a CAISO intertie point, and the delivery scheduled/pattern energy at CAISO intertie point.

If Participant submits pricing in a Short Term Offer for an existing in-state ERR, Participant must also provide the Project's hourly historical generation profile over the previous five operating years and PG&E will evaluate the value of the energy at the offered price.

## J. Evaluation of Short Term Offers

PG&E will base its evaluation of Short Term Offers upon the information submitted by Participants. Short Term Offers from existing ERRs will be assessed only on the criteria in Section XI.A, B, and F, as further detailed in Attachment K, to the extent applicable, while Short Term Offers from new ERRs will be assessed on all of the criteria in Section XI.

## XXI. REC-ONLY OFFERS

### A. Request for REC-Only Offers

As part of the Solicitation, PG&E is also requesting that interested parties submit Offers to provide unbundled RECs. Unless otherwise stated in this Section XXI, Participants should prepare a REC offer according to the criteria and requirements for an Offer as set forth in this Solicitation Protocol. The defined term "Offer" as used in this Solicitation Protocol shall include REC-Only Offers.

PG&E is seeking RECs to assist with meeting its RPS goals and to provide Participants with greater flexibility.

Solicitation Schedule. REC-Only Offers shall be submitted according to the schedule for Offers presented in Section II.A.

Offers from out-of-state resources must provide RECs generated in 2011 or later, or be able to demonstrate that they were delivered to California in the year in which they were generated. In-state offers may include RECs that were created prior to 2011.

### B. Nature of REC-Only Offer

A Participant submitting a REC-Only Offer for a Delivery Term of less than five (5) years is not required to agree to exclusive negotiations with PG&E or to be bound by its REC Offer from the date of submission. All other REC Offers for Delivery Terms of greater than five (5) years must meet the requirements of Offers with respect to exclusivity and the binding nature of the REC Offer.

### C. REC-Only Offer Deposit

All REC-Only Offers must provide an Offer Deposit upon Shortlisting as set forth in Section V.C. except for REC Offers from existing ERRs with Delivery Terms of less than five (5) years which will not be required to provide an Offer Deposit.

### D. Shortlisting by PG&E and/or Another Load Serving Entity

Section V.D. does not apply to REC Offers less than five years. However, a Participant must provide PG&E within ten (10) business days' notice prior to withdrawing a Shortlisted REC Offer.

### E. Performance Assurance Standards

Participants that execute a PPA with PG&E pursuant to a REC-Only Offer are required to post security in the amounts described below.

Pre-Delivery Term Security must be posted within thirty (30) days following CPUC approval of the PPA and maintained until the Delivery Term Security is posted. Delivery Term Security,

determined by revenues from the REC price based on the Guaranteed Production as defined in the REC PPA, must be posted from the beginning of the Delivery Term and maintained until the end of the term of the PPA.

| Term | Pre-Delivery Term Security[18] | Delivery Term Security |
|---|---|---|
| Less than 1 year | None | None |
| 1 year or greater, but less than 5 years | $5/kW | 2 months minimum expected revenue |
| 5 years | $5/kW | 3 months minimum expected revenue |
| Greater than 5 years but less than 8 years | $5/kW | 4 months minimum expected revenue |
| 8 years or greater, but less than 10 years | $5/kW | 5 months minimum expected revenue |
| 10 years or greater, but less than 15 years | $5/kW | 6 months minimum expected revenue |
| 15 years or greater, but less than 20 | $5/kW | 9 months minimum expected revenue |
| 20 years | $5/kW | 12 months minimum expected revenue |
| Greater than 20 years | $5/kW | 5% minimum expected revenue |

## F. Required Forms

With respect to the information required in Section VIII.C., Participants submitting REC Offers from existing ERRs shall provide only the information required in the Offer Form (Attachment D2), Term Sheet and Project Description, to the extent applicable. Participants submitting REC Offers from new ERRs shall provide all of the information described in Section VIII. C.

## G. REC-Only Offer Pricing

Participants will enter prices into the Offer Sheet (Attachment D2). Prices should be in $/MWh, and fixed for the delivery term of the Agreement, *i.e.*, no indexed prices, and are not subject to TODs as set forth in *Table IX.2*, although they may be different from year-to-year.

## H. Evaluation of REC-Only Offers

PG&E will base its evaluation of REC-Only Offers upon the information submitted by Participants. REC-Only Offers from existing ERRs will be assessed only on the criteria in Section XI. A, B, C and G. REC Offers from new ERRs will be assessed on all of the criteria in Section XI.

REC-Only offer prices will be compared with the net value of other bundled PPA and ownership offers.

REC-Only offers will also be considered in light of any caps on the use of TRECs for RPS compliance, and PG&E's portfolio position relative to any cap.

[18] kW will be determined based on 50% capacity factor.

# Attachment A

# RPS Solicitation Protocol Agreement

**Attachment A**

Participant acknowledges that it has read, understands, and agrees to be fully bound by, all of the terms, conditions and other provisions set forth in the Protocol and this Attachment A. All capitalized terms not defined herein shall have the meaning provided in the Protocol.

Additionally, Participant hereby makes the following representations and warranties

A. Participant has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the terms and conditions of the Protocol;

B. Participant has obtained all necessary authorizations, approvals and waivers that will enable Participant to agree to the terms and conditions of the Protocol and this Attachment A;

C. Participant is not an affiliate of PG&E, PG&E Corporation, or any of their affiliates;

D. The Offer provided by Participant pertains solely to generation from a facility that: (i) qualifies or will qualify and is certified or will be certified by the CEC as an Eligible Renewable Energy Resource and (ii) the facility's output delivered to PG&E qualifies or will qualify under the requirements of the California Renewables Portfolio Standard;

E. Participant is submitting its Offer(s) subject to all applicable laws including, but not limited to, the Federal Power Act and all amendments thereto, and the California Public Utilities Code Sections 399.11 et. seq. and 454.5, as may be amended time to time;

F. Participant has not engaged and will not engage in oral, written, or any other form of communication with any other entity submitting an Offer to PG&E in response to PG&E's Solicitation in respect to the terms of Participant's or such other entities' Offer(s) in the Solicitation; and

G. If Participant is selected for PG&E's Shortlist and elects to continue to participate in the Solicitation, then Participant represents that it shall not offer or commit the Project or Site that is the subject of Participant's Shortlisted Offer to any other party during the exclusivity period set forth in Section V.A of the Protocol; provided that such representation shall be binding only if and after Participant has submitted its Offer Deposit with PG&E. ***[Participants submitting Short Term Offers of less than five (5) years from existing ERRs are exempt from this Section G.]***

H. Participant will promptly notify PG&E of any material change in circumstances that may affect the Participant's ability to fulfill the terms of its Offer, at any time from Offer submission to PG&E's acceptance of the Offer, as evidenced by PG&E's execution of an applicable agreement, or Participant's withdrawal of the Offer.

Participant understands and agrees that any breach by Participant of the above representations and warranties is grounds for immediate disqualification of Participant from the Solicitation **[**and if Participant has provided an Offer Deposit, such breach will be grounds for forfeiture of the Offer Deposit. If Participant delivers the Offer Deposit to PG&E in the form of cash, then Participant hereby grants to PG&E, as the secured party, a present and continuing first priority security interest in such cash, whether now or hereafter held by PG&E.**]** ***[Participants submitting Short Term Offers with a delivery term of less than five (5) years from existing ERRs are exempt from the bracketed language.***

Participant further acknowledges that it shall execute and return to PG&E the Confidentiality Agreement (Attachment G) within ten (10) business days of receipt of written notice of its selection for PG&E's Shortlist. The Confidentiality Agreement shall be sent by email (via pdf file) to RenewableRFO@pge.com, or by facsimile to (415) 973-3946, or by overnight delivery to RPS RFO Project Manager, Pacific Gas & Electric Company, 77 Beale Mail Code B25J, San Francisco, CA 94105. Failure to return the executed Confidentiality Agreement by such deadline may result in Participant's disqualification from the Solicitation.

# Attachment B

# Form of Letter Credit

**Attachment B**

# FORM OF LETTER OF CREDIT

***Issuing Bank Letterhead and Address***

STANDBY LETTER OF CREDIT NO. XXXXXXXX

**Date:** [insert issue date]

**Beneficiary:** Pacific Gas and Electric Company
77 Beale Street, Mail Code B28L
San Francisco, CA 94105
Attention: Credit Risk Management

**Applicant:** [Insert name and address of Applicant]

**Letter of Credit Amount:** [insert amount]

**Expiry Date:** [insert date that is one (1) year from offer date]

Ladies and Gentlemen:

By order of **[insert name of Applicant]** ("Applicant"), we hereby issue in favor of Pacific Gas and Electric Company (the "Beneficiary") our irrevocable standby letter of credit No. **[insert number of letter of credit]** ("Letter of Credit"), for the account of Applicant, for drawings up to but not to exceed the aggregate sum of U.S. $ **[insert amount in figures followed by (amount in words)]** ("Letter of Credit Amount"). This Letter of Credit is available with **[insert name of issuing bank, and the city and state in which it is located]** by sight payment, at our offices located at the address stated below, effective immediately, and it will expire at our close of business on **[insert expiry date]** (the "Expiry Date").

Funds under this Letter of Credit are available to the Beneficiary against presentation of the following documents:

1. Beneficiary's signed and dated sight draft in the form of Exhibit A hereto, referencing this Letter of Credit No. **[insert number]** and stating the amount of the demand; and

2. One of the following statements signed by an authorized representative or officer of Beneficiary:

   A. **[Insert name of entity submitting an offer under PG&E's 2011 RPS Solicitation Protocol]** has breached Beneficiary's 2011 Renewables Portfolio Standard Solicitation Protocol or the accompanying RPS Solicitation Protocol Agreement and forfeited the Offer

Deposit, which entitles Beneficiary to draw the entire Letter of Credit Amount under Letter of Credit No.[**insert number]**; or

B. **[Insert name of entity submitting an offer under PG&E's 2011 RPS Solicitation Protocol]** has entered into one or more agreement(s) (the "Agreement(s)") with Beneficiary in connection with Beneficiary's 2011 Renewables Portfolio Standard Solicitation Protocol and has failed to post security pursuant to the terms of the Agreement(s); or

C. Letter of Credit No. **[insert number]** will expire in thirty (30) days or less and **[insert name of entity submitting an offer under PG&E's 2011 RPS Solicitation Protocol]** has not provided replacement security acceptable to Beneficiary.

Special Conditions:

1. Partial and multiple drawings under this Letter of Credit are allowed;
2. All banking charges associated with this Letter of Credit are for the account of the Applicant; and
3. This Letter of Credit is not transferable.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation, on or before the Expiry Date (or after the Expiry Date as provided below), at our offices at **[insert issuing bank's address for drawings]**.

All demands for payment shall be made by presentation of originals or copies of documents, or by facsimile transmission of documents to **[insert fax number]**, Attention: **[insert name of issuing bank's receiving department]**, with originals or copies of documents to follow by overnight mail. If presentation is made by facsimile transmission, you may contact us at **[insert phone number]** to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a presentation.

Our payments against complying presentations under this Letter of Credit will be made no later than on the sixth (6th) banking day following a complying presentation.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification. It is our individual obligation, which is not contingent upon reimbursement and is not affected by any agreement, document, or instrument between us and the Applicant or between the Beneficiary and the Applicant or any other party.

Except as otherwise specifically stated herein, this Letter of Credit is subject to and governed by the *Uniform Customs and Practice for Documentary Credits, 2007 Revision,* International Chamber of Commerce (ICC) Publication No. 600 (the "UCP 600"); provided that, if this Letter of Credit expires during an interruption of our business as described in Article 36 of the UCP 600, we will honor drafts presented in compliance with this Letter of Credit within thirty (30) days after the resumption of our business and effect payment accordingly.

The law of the State of New York shall apply to any matters not covered by the UCP 600.

For telephone assistance regarding this Letter of Credit, please contact us at **[insert number and any other necessary details]**.

Very truly yours,

**[insert name of issuing bank]**

By: _____
Authorized Signature

Name: _____**[print or type name]**_____

Title: _____

**Exhibit A**

**SIGHT DRAFT**

TO
[INSERT NAME AND ADDRESS OF PAYING BANK]

AMOUNT: $_____ DATE: _____

AT SIGHT OF THIS DEMAND PAY TO THE ORDER OF PACIFIC GAS AND ELECTRIC COMPANY THE AMOUNT OF U.S.$_____(_____ U.S. DOLLARS)

DRAWN UNDER [INSERT NAME OF ISSUING BANK] LETTER OF CREDIT NO. XXXXXX.

REMIT FUNDS AS FOLLOWS:

[INSERT PAYMENT INSTRUCTIONS]

DRAWER

BY:

NAME AND TITLE

# Attachment C

# Notice of Intent to Bid

**PG&E 2011 RPS RFO**
**Conference registration is required only if attending in-person.**
**Due May 16 by 5:00 PM PPT to RenewableRFO@pge.com.**
Please submit this registration form in this MS Excel 2003 format; pdf and other picture formats are not acceptable.
Please include the company name ( a short acronym is fine) in the file name.
**Thursday, May 19 in the Auditorium of PG&E's San Francisco Headquarters, 245 Market Street.**
Listen-only details will be available online, shortly prior to the conference.
1:00 PM - 4:30 PM PPT
**Materials will be available on the website, www.pge.com/rfo, after the conference.**

| | |
|---|---|
| **Company Name** | |
| **Company Address** | |
| Number and Street | |
| City | |
| State | |
| Zip Code | |
| Country | |
| **Attendee #1** | |
| First Name | |
| Last Name | |
| Email Address | |
| Phone number | |
| **Attendee #2** | |
| First Name | |
| Last Name | |
| Email Address | |
| Phone Number | |
| **Attendee #3** | |
| First Name | |
| Last Name | |
| Email Address | |
| Phone Number | |
| **Attendee #4** | |
| First Name | |
| Last Name | |
| Email Address | |
| Phone Number | |

# Attachment D

# Offer Form

Pacific Gas and Electric Company®

## Instructions for Attachment D

Version 2011.01

Unless otherwise provided herein, all capitalized terms shall have the meaning ascribed to them in PG&E's Renewables Portfolio Standard Solicitation Protocol dated May 11, 2011, or the applicable Agreement.

### Important Notes

1. Please ensure to submit this file in **Microsoft Excel 2003** version. **Other versions will not be accepted**.
2. The workbook is set to recalculate automatically; however, if for some reason it is not refreshed automatically, please press **F9** to refresh.

### Changes in the 2011 version Attachment D

The **Product Description** tab has been revamped. Every cell with a light green background **MUST** be filled out. As you fill these fields out, the light green background will disappear. If all fields have been filled out, you will see the word "Complete" appear at the top of the page. If word "Complete" does not appear, the form will be deemed invalid and returned to you.

Some fields in the Product Description tab has an input message describing what is being requested in that field. This message will automatically pop up when you place the cursor in the cell. Cells that do not have this message should be self-explanatory.

If your selected technology type is Biogas (Fuel Only), a **Biogas** tab will appear for you to fill in additional information as it relates to the Biogas facility.

A **Project Viability Worksheet** tab has been added. Please follow the instructions at the top of that tab. Like the Product Description tab, you will see the word "Complete" appear at the top of the page if all fields have been filled out. If the word "Complete" does not appear, the form will be deemed invalid and returned to you.
NOTE: You do not need to fill this out if you are bidding an existing project. It is only required for new projects.

Each offer you submit must have this scoring worksheet completely filled out. If you are going to be submitting multiple variants of the same facility, we recommend that you completely fill out Attachment D for the first variant, then make a copy of the excel file, rename the copy, and make the minor changes needed for the variant.

Specific instructions for data requirements can either be found in column headers or in-cell comments throughout the workbook.

Pacific Gas and Electric Company

There are 49 missing inputs. Please fill in all green highlighted cells.

## D-1: Participant Proposal Project Description and Contact Information

### General Offer Information

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Total Offers | | Offer Source | RFO | Has this project previously been offered to PG&E? | <Choose> | Is this a mutually exclusive offer? | <Choose> |
| Offer # | | Year | 2011 | | | | |
| Variant | <Choose> | Bid ID | ._<Choose_<Choose>11R | | | | |

### Project Information

| | | | | |
|---|---|---|---|---|
| Full Legal Project Name | | | | |
| Project Location | | | | |
| Street Address | | | | |
| City | | State | State | Zip Code |
| Project Description | | | | |
| Type of Site Control | | | | |
| Select Offer Type | <Choose One> | | | |
| Select Facility Status | <Choose One> | | | |
| | | Product Type | <Choose One> | |
| Contract Start Date | | Capacity (MW) | | |
| Delivery Term (months) | | | | |

### Contact Information

| | | | | |
|---|---|---|---|---|
| Company Name | | | | |
| Street Address | | | | |
| City | | State | State | Zip Code |
| Country | | | | |

| Authorized Contact #1 | | Authorized Contact #2 | |
|---|---|---|---|
| Name | | Name | |
| Title | | Title | |
| Phone 1 | | Phone 1 | |
| Phone 2 | | Phone 2 | |
| Fax | | Fax | |
| Email | | Email | |

### Technology

| | | | |
|---|---|---|---|
| ERR Type | <Choose One> | | |
| | | CHP | <Choose> |
| If filed with the CEC for precertification, enter application date | | | |

### Transmission & Generator Information

| | | | |
|---|---|---|---|
| Interconnection App. | <Choose One> | Expected Interconnection Point | |
| | | Line Name / Number | |
| Interconnecting Utility | <Choose One> | Closest Substation | |
| | | What Form of Interconnection Have you Applied For? | <Choose One> |
| Interconnection Voltage | kV | Other Characteristics | |
| Interconnection Level | | | |

### Location Information

| | | |
|---|---|---|
| Latitude | | degrees |
| Longitude | | degrees |
| CREZ | <Choose One> | Click here for CREZ map |

### Credit Information (per Section VII of the Solicitation Protocol)

Tax Credit (PTC or ITC) Assumption

<Choose One>

| | Required | Offered | % |
|---|---|---|---|
| Project Development Security ($'s) * | $ - | | 0.00% |
| Delivery Term Security ($'s) * | Select ERR Type | | N/A |

### Project Owners

| Name | Own % | Website URL |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

ERROR: Total must be 100% 0%

* If 'Calculated' it will be calculated per Section VII & XX of the Solicitation Protocol

| Acknowledgement | |
|---|---|
| By selecting 'Yes", participant hereby agrees to the terms of the Solicitation Protocol and as outlined in Attachment A. | <Choose> |
| Electronic Signature | |
| Select 'Yes' to certify that the typed name acts as your electronic signature. | <Choose> |

| Additional Notes |
|---|
| |

Pacific Gas and Electric Company®

# D-2: Participant Proposal - Energy Pricing Sheet

**Full Legal Project Name:**

**Project Location:**

**PG&E Project ID** (for internal use only): ._<Choose_<Choose>11R

| Phase Information | Guaranteed COD | Contract Capacity |
|---|---|---|
| Phase 1 | | |
| Phase 2 | | |
| Phase 3 | | |
| Phase 4 | | |

**Baseload and Peaking TOD Performance Requirements**

**Time of Delivery (TOD) Periods & Factors**

| | Time of Delivery (TOD) Period | | |
|---|---|---|---|
| **Monthly Period** | **1. Super Peak** | **2. Shoulder** | **3. Night** |
| June - September | 2.37533 | 1.11825 | 0.59239 |
| October - February | 1.09773 | 0.94493 | 0.66147 |
| March - May | 1.21965 | 0.89580 | 0.60634 |

| Contract Year Number | Contract Year Start Date (mm/dd/yyyy) | Contract Year Stop Date (mm/dd/yyyy) | Contract Capacity (MW) | Expected Annual Capacity Factor (%) | Contract Quantity: Expected Annual Net Energy (MWh) | Guaranteed Annual Energy Production as applicable (MWh) | Contract Price ($/MWh) | Contract Price without PTC or other federal incentive (if applicable) ($/MWh) | Premium to Deliver to CAISO (if not included in Price) ($/MWh) | Gen-Tie Cost Deduction ($/MWh) | Any CEC Subsidy ($/MWh) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | | | | | | | |
| 2 | | | | | | | | | | | |
| 3 | | | | | | | | | | | |
| 4 | | | | | | | | | | | |
| 5 | | | | | | | | | | | |
| 6 | | | | | | | | | | | |
| 7 | | | | | | | | | | | |
| 8 | | | | | | | | | | | |
| 9 | | | | | | | | | | | |
| 10 | | | | | | | | | | | |
| 11 | | | | | | | | | | | |
| 12 | | | | | | | | | | | |
| 13 | | | | | | | | | | | |
| 14 | | | | | | | | | | | |
| 15 | | | | | | | | | | | |
| 16 | | | | | | | | | | | |
| 17 | | | | | | | | | | | |
| 18 | | | | | | | | | | | |
| 19 | | | | | | | | | | | |
| 20 | | | | | | | | | | | |
| 21 | | | | | | | | | | | |
| 22 | | | | | | | | | | | |
| 23 | | | | | | | | | | | |
| 24 | | | | | | | | | | | |
| 25 | | | | | | | | | | | |
| 26 | | | | | | | | | | | |
| 27 | | | | | | | | | | | |
| 28 | | | | | | | | | | | |
| 29 | | | | | | | | | | | |
| 30 | | | | | | | | | | | |
| | | | | | | | #DIV/0! | #DIV/0! | | | |

**Optional Curtailment Provision (Note: Not required from Participants, except as noted in Section 3.1(i)(iii) of the PPA)**

Annual hours Project may be dispatched down _____ hours
Amount of curtailable Capacity _____ MW
Unit Cost per curtailed MWh _____ $ per MWH curtailed
What is your ramp-down rate (MW per minute or hour)? _____ (minutes or hours)
What are your minimum up and minimum down times? _____ Min Up _____ Min Down
What are your operating ranges for net delivered MW? _____ MW Minimum _____ MW Maximum

**Comments**: (If applying for DOE Loan Guarantee or cash-in-lieu of credit, please indicate here. Please indicate % ITC assumed 10% or 30%)

Attachment D

Pacific Gas and Electric Company®

# D-3: Estimated Energy Production Profile

**Full Legal Project Name:** **Project Location:** **PG&E Project ID (for internal use only):** ._<Choose_<Choose>1

**IMPORTANT:**

1) Please provide a generation profile forecast of each month's average-day net output energy production, stated in MW by hour, by month and by year. Generation entered here should exclude onsite use and should be entered in calendar year format.

2) The template is designed and defaulted such that the first year generation profile, when entered, gets auto-populated through out with Annual Degradation given for the convenience of certain types of projects. However, this is not be enforced for all projects and Developers can freely over-write cells to give generation profile that is appropriate for their project.

3) Please run the "Expected Revenue" macro using the button in Cell AE3 after the generation profile has been completed.

Instruction:
To calculate the "Expected Revenue", please ensure the following information is completed:

1) Full generation profile pertaining to all the contract years.
2) Pricing.

Not available for index pricing.

| Expected Revenue | Total MWh | Avg Capacity Factor | Avg Post TOD-Price | Contract Quantity(MWh) |
|---|---|---|---|---|
| 91,300,000 | 2,536,111 | 100.00% | 36.00 | #DIV/0! |

Annual Degradation (%): 0%

**Year 1 1900**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **24,360** | 29 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Total | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | **307,440** | |

**Year 2 1901**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Total | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | **306,600** | |

**Year 3 1902**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Total | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | **306,600** | |

**Year 4 1903**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Total | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | **306,600** | |

**Year 5 1904**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **24,360** | 29 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **307,440** | |

**Year 6 1905**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 7 1906**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 8 1907**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 9 1908**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **24,360** | 29 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |

| | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Total | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | **307,440** | |

**Year 10 1909**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Total | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | **306,600** | |

**Year 11 1910**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Total | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | **306,600** | |

**Year 12 1911**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Total | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | 12,775 | **306,600** | |

**Year 13 1912**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **24,360** | 29 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Total | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | **307,440** | |

**Year 14 1913**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |

| | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 15 1914**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 16 1915**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 17 1916**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **24,360** | 29 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **307,440** | |

**Year 18 1917**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 19 1918**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |

| | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **May** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Jun** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Jul** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Aug** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Sep** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Oct** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Nov** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Dec** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 20** **1919**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Jan** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Feb** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| **Mar** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Apr** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **May** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Jun** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Jul** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Aug** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Sep** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Oct** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Nov** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Dec** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 21** **1920**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Jan** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Feb** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **24,360** | 29 |
| **Mar** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Apr** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **May** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Jun** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Jul** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Aug** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Sep** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Oct** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Nov** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Dec** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **307,440** | |

**Year 22** **1921**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Jan** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Feb** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| **Mar** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Apr** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **May** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Jun** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Jul** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Aug** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Sep** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Oct** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Nov** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Dec** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 23** **1922**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Jan** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Feb** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| **Mar** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Apr** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **May** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Jun** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Jul** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Aug** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Sep** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Oct** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Nov** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| **Dec** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 24** **1923**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Jan** | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |

| | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 25** **1924**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **24,360** | 29 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **307,440** | |

**Year 26** **1925**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 27** **1926**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 28** **1927**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| **Total** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 29** **1928**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **24,360** | 29 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Total | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **12,810** | **307,440** | |

**Year 30** **1929**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Total | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 31** **1930**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Total | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 32** **1931**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **23,520** | 28 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Total | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **12,775** | **306,600** | |

**Year 33** **1932**

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Feb | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **24,360** | 29 |
| Mar | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Apr | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| May | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Jun | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Jul | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Aug | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Sep | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Oct | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |
| Nov | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **25,200** | 30 |
| Dec | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | 35.0 | **26,040** | 31 |

| Total | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 12,810 | 307,440 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

Year 34 1933

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Feb | | | | | | | | | | | | | | | | | | | | | | | | | - | 28 |
| Mar | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Apr | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| May | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Jun | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Jul | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Aug | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Sep | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Oct | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Nov | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Dec | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - | |

Year 35 1934

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Feb | | | | | | | | | | | | | | | | | | | | | | | | | - | 28 |
| Mar | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Apr | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| May | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Jun | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Jul | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Aug | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Sep | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Oct | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Nov | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Dec | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - | |

Year 36 1935

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Feb | | | | | | | | | | | | | | | | | | | | | | | | | - | 28 |
| Mar | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Apr | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| May | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Jun | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Jul | | | | | | | | | | | | | | | | | | | | | | | | | | 31 |
| Aug | | | | | | | | | | | | | | | | | | | | | | | | | | 31 |
| Sep | | | | | | | | | | | | | | | | | | | | | | | | | | 30 |
| Oct | | | | | | | | | | | | | | | | | | | | | | | | | | 31 |
| Nov | | | | | | | | | | | | | | | | | | | | | | | | | | 30 |
| Dec | | | | | | | | | | | | | | | | | | | | | | | | | | 31 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - | |

Year 37 1936

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Feb | | | | | | | | | | | | | | | | | | | | | | | | | - | 29 |
| Mar | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Apr | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| May | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Jun | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Jul | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Aug | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Sep | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Oct | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Nov | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Dec | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - | |

Year 38 1937

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Feb | | | | | | | | | | | | | | | | | | | | | | | | | - | 28 |
| Mar | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Apr | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| May | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Jun | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Jul | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Aug | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Sep | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |

| | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Oct | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Nov | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Dec | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - | |

Year 39 1938

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Feb | | | | | | | | | | | | | | | | | | | | | | | | | - | 28 |
| Mar | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Apr | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| May | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Jun | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Jul | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Aug | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Sep | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Oct | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Nov | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Dec | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - | |

Year 40 1939

| Month | 0100 | 0200 | 0300 | 0400 | 0500 | 0600 | 0700 | 0800 | 0900 | 1000 | 1100 | 1200 | 1300 | 1400 | 1500 | 1600 | 1700 | 1800 | 1900 | 2000 | 2100 | 2200 | 2300 | 2400 | Monthly Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Jan | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Feb | | | | | | | | | | | | | | | | | | | | | | | | | - | 28 |
| Mar | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Apr | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| May | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Jun | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Jul | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Aug | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Sep | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Oct | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Nov | | | | | | | | | | | | | | | | | | | | | | | | | - | 30 |
| Dec | | | | | | | | | | | | | | | | | | | | | | | | | - | 31 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | - | |

Pacific Gas and Electric Company®

## D-4: Dispatchable Product Profile

**Full Legal Project Name:**

**Project Location:**

**PG&E Project ID (for internal use only):** _<Choose_<Choose>11R

| Contract Year No: | Contract Year Start Date | Contract Year Stop Date | Contract Capacity (kW) | Annual Capacity Price ($/kW-yr) | Gen-Tie Cost Deduction ($/kW-year) | Annual Capacity Payment ($) | Contract Price for Dispatched Energy ($/MWh) | Any CEC Subsidy ($/MWh) |
|---|---|---|---|---|---|---|---|---|
| 1 | | | 00,000 | | | $ - | | |
| 2 | | | | | | $ - | | |
| 3 | | | | | | $ - | | |
| 4 | | | | | | $ - | | |
| 5 | | | | | | $ - | | |
| 6 | | | | | | $ - | | |
| 7 | | | | | | $ - | | |
| 8 | | | | | | $ - | | |
| 9 | | | | | | $ - | | |
| 10 | | | | | | $ - | | |
| 11 | | | | | | $ - | | |
| 12 | | | | | | $ - | | |
| 13 | | | | | | $ - | | |
| 14 | | | | | | $ - | | |
| 15 | | | | | | $ - | | |
| 16 | | | | | | $ - | | |
| 17 | | | | | | $ - | | |
| 18 | | | | | | $ - | | |
| 19 | | | | | | $ - | | |
| 20 | | | | | | $ - | | |
| 21 | | | | | | $ - | | |
| 22 | | | | | | $ - | | |
| 23 | | | | | | $ - | | |
| 24 | | | | | | $ - | | |
| 25 | | | | | | $ - | | |
| 26 | | | | | | $ - | | |
| 27 | | | | | | $ - | | |
| 28 | | | | | | $ - | | |
| 29 | | | | | | $ - | | |
| 30 | | | | | | $ - | | |

| Availability | | |
|---|---|---|
| **Month** | **Minimum** | **Time of Availability** |
| January | 90.0% | 4.7% |
| February | 90.0% | 2.9% |
| March | 70.0% | 2.3% |
| April | 70.0% | 3.2% |
| May | 70.0% | 4.2% |
| June | 95.0% | 7.1% |
| July | 95.0% | 15.7% |
| August | 95.0% | 17.8% |
| September | 95.0% | 16.9% |
| October | 90.0% | 10.3% |
| November | 90.0% | 7.6% |
| December | 90.0% | 7.3% |

The Minimum Availability Factors define the minimum Performance Requirement for the Dispatchable Product. To improve the value of its Offer, Participant has th option, but not the obligation, to increase any Monthly Availability Factor for its Performance.

To receive the full Capacity Payment in a given month, the Facility will have to demonstrate an Availability Factor equal to or greater than the Performance Requirement. Failure to demonstrate the Performance Requirement in a given month will result in a payment reduction per the PPA.

| | Definition: Hours Since Last Shutdown | Maximum # of Starts Available to | Cost to PG&E for each Start ($) | Start up Ramp Rate (MW/min or hour) |
|---|---|---|---|---|
| **1 Cold** | | | | |
| **2 Warm** | | | | |
| **3 Hot** | | | | |

### Please answer the following Dispatch information

1 Will your plant be supplemented with natural gas or other fossil fuel? ◉ Yes ○ No

2 If so, what fuel and what percentage of the fuel will this be? _____ Percentage

3 What percentage of your O&M will be fixed or variable? F/V _____ Percentage

| | Minutes | Hours | Days |
|---|---|---|---|
| 4 What is your dispatch rate to maximum capacity (e.g. 10 minutes, 1 hour, 1 day)? | | | |
| 5 What is your ramp-down rate (MW per minute, hour)? | | | |
| 6 What is your minimum up time (e.g. minutes, hours)? | | | |
| 7 What is your minimum down time (e.g minutes, hours)? | | | |

| | Minimum | Maximum | |
|---|---|---|---|
| 8 What are your operating ranges net delivered MW (minimum and maximum)? | | | |
| 9 What is your expected annual scheduled maintenance or Planned Outage rate? | | | Percentage |
| 10 What is your expected annual Forced Outage rate? | | | Percentage |
| 11 What is your expected run hours? | | | Hours/year |

12 Describe any seasonal variations in your net energy production.

## PG&E Modified CPUC Final Project Viability Calculator

**There are 36 missing inputs. Please fill in all highlighted cells.**

| Total Weighted Score - PG&E Modified PVC | **0.00** |
|---|---|

**Instructions**

| | |
|---|---|
| 1 | Please select a score for ***each*** of the 12 scoring criteria below (select from options in light yellow highlighted boxes) |
| 2 | Scores for each criterion can only be selected from the drop-down menu choices. No intermediate scores are permitted. |
| 3 | Notes supporting each score ***must*** be provided (light green highlighted boxes) |
| 4 | The location of more detailed information in the bid packet ***must*** be provided (tan highlighted boxes) |

### Section 1 - Company / Development Team

| **Project Development Experience** | | | |
|---|---|---|---|
| | | **10** | The company and/or the development team has completed 2 or more projects of similar technology and capacity (e.g., 20 MW photovoltaic facility (thin-film)). |
| | | **8** | The company and/or the development team has completed 2 or more projects of any technology and capacity (wholesale generation). |
| | | **7** | Either (i) the company and/or the development team has completed at least one project of similar technology and capacity; or (ii) begun construction of at least one other similar project. |
| | | **5** | Either (i) the company and/or the development team has completed at least one project of any technology and capacity (wholesale generation); or (ii) begun construction of at least one other similar project. |
| | | **0** | None of the above. |

| **EPC Experience** | | | |
|---|---|---|---|
| | | **10** | Multiple previous projects with same EPC supplier with same technology |
| | | **8** | Multiple previous projects with same EPC supplier using different technology |
| | | **5** | Some EPC experience with same technology |
| | | **3** | Some EPC experience with different technology |
| | | **1** | Minimal experience / established relationship with EPC supplier |
| | | **0** | None of the above. |

| | | | |
|---|---|---|---|
| **Ownership / O&M Experience** | | **10** | The company, development team or subcontractor has experience with 2 or more projects of similar technology and capacity. (e.g., 20 MW photovoltaic facility (thin-film)) |
| | | **8** | The company, development team or subcontractor has experience with 2 or more projects of any technology and capacity (wholesale generation). |
| | | **7** | The company, development team or subcontractor has experience with at least 1 project with similar technology. |
| | | **5** | The company, development team or subcontractor has experience with at least 1 project of any technology and capacity (wholesale generation). |
| | | **0** | None of the above. |

## Section 2 - Technology

| | | | |
|---|---|---|---|
| **Technical Feasibility** | | **10** | Project will use commercialized technology that is currently in use at a minimum of 2 operating facilities of similar capacity (worldwide). |
| | | **5** | Project will use commercialized technology that is currently in use at a minimum of 2 operating facilities, but at first-of-its-kind scale. For example, existing projects do not exceed 20 MW and the proposed project is for greater than 50 MW. |
| | | **2** | Either (i) the project will use key components of commercialized technology, but in an application that has not yet been commercially proven; or (ii) project feasibility is supported by third party, independent engineer's report that verifies the cost and performance. (Technology is not commercially proven) |
| | | **0** | None of the above. |

| | | | |
|---|---|---|---|
| **Resource Quality** | | **10** | Bidder demonstrated that the resource can support the production profile. For example:<br>- *Geothermal:* Based on results of test wells, verified third party resource assessment or comparable facilities in the region.<br>- *Wind:* Based on meteorological tower data, verified third party resource assessment or comparable facilities in the region.<br>- *Biomass:* Sufficient quantities of fuel stock under control or contract for a minimum of five years.<br>- *Solar:* Based on verified third party resource assessment or comparable facilities in the region. |
| | | **5** | The resource appears sufficient to support the project's production profile. Assumptions are reasonable but not supported by data or assessment in section above. |
| | | **0** | None of the above. |

| | | | |
|---|---|---|---|
| **Manufacturing Supply Chain** | | **10** | There are no known or anticipated supply chain constraints. |
| | | **5** | Project scored within the top two tiers in the Technical Feasibility category, but project development is dependent on new manufacturing capacity. |
| | | **2** | Project will rely on proprietary technical design for its key component(s), not currently in use commercially, and project development is dependent on new manufacturing capacity. |
| | | **0** | None of the above. |

## Section 3 - Development Milestones

| | | | |
|---|---|---|---|
| **Site Control** | | **10** | Project has 100% site control through either (i) direct ownership; (ii) a lease; or (iii) an option to lease or purchase. |
| | | **8** | The project will be sited on BLM land and the bidder has achieved "Site Exclusivity," pursuant to California Independent System Operator (CAISO) guidelines. (http://www.caiso.com/1f42/1f42c00d28c30.html) |
| | | **0** | None of the above. |

| | | | |
|---|---|---|---|
| **Permitting Status** | | **10** | At a minimum, bidder has received its Conditional Use Permit (CUP) or Application for Certification (AFC). |
| | | **5** | Bidder has applied for its CUP or AFC, the application has been deemed data adequate and/or the designated agency has initiated its review. No fatal flaws have been identified (e.g., protected species and/or land, high land mitigation requirement). |
| | | **2** | Bidder has not initiated permitting, but bidder has successfully permitted a facility of similar technology and capacity. No fatal flaws have been identified (e.g., protected species and/or land, high land mitigation requirement). |
| | | **0** | None of the above. |

| | | | |
|---|---|---|---|
| **Project Financing Status** | | **10** | Either (i) the project will be "balance sheet" financed; or (ii) the project will rely on a power purchase agreement (PPA) for its financing and bidder can verify that such financing has been secured. |
| | | **6** | Project will rely on PPA financing. The bidder has obtained financing for at least 1 project of similar technology and capacity (e.g., 20 MW photovoltaic facility (thin-film)). |
| | | **5** | Project will rely on PPA financing. The bidder has obtained financing for at least 1 project of any technology and capacity (wholesale generation). |
| | | **0** | None of the above. |

| | | | |
|---|---|---|---|
| **Interconnection Progress** | | **10** | The project has obtained its Interconnection Agreement. |
| | | **8** | Either (i) the project is in Phase II of the CAISO's Large Generator Interconnection Process (LGIP), has posted its Letter of Credit and is incompliance with all CAISO requirements for maintaining queue position, or (ii) the project is in the Serial Study Group and has initiated its Facilities Study. |
| | | **8** | The project can interconnect through CAISO Small Generator Interconnection Procedures. |
| | | **5** | Either (i) the project is in Phase I of the CAISO's LGIP and is incompliance with all CAISO requirements for maintaining queue position; or (ii) the project is in the Serial Study Group and has initiated its System Impact Study. |
| | | **3** | The project has submitted its Interconnection Request. |
| | | **0** | None of the above. |

| | | | |
|---|---|---|---|
| **Transmission Requirements** | | **10** | No transmission system upgrades required. |
| | | **8** | Transmission access expected in less than 2 years. |
| | | **6** | Transmission access expected in less than 3 years. |
| | | **4** | Transmission access expected in less than 5 years. |
| | | **2** | Transmission access expected in greater than 5 years. |
| | | **0** | None of the above. |

| | | | |
|---|---|---|---|
| **Reasonableness of COD** | | **10** | Utility reasonably expects project's COD to occur within 12 months of the proposed online date. |
| | | **8** | Utility reasonably expects project's COD to occur within 12 - 24 months of the proposed online date. |
| | | **6** | Utility reasonably expects project's COD to occur within 24 - 36 months of the proposed online date. |
| | | **2** | Utility reasonably expects project's COD to occur within 36 - 48 months of the proposed online date. |
| | | **0** | Utility reasonably expects project's COD to occur more than 48 months after the proposed online date. |

## Weightings and Calculations (No Inputs, For Information Only)

| Category Weightings | |
|---|---|
| Company / Development Team | 25.00% |
| Technology | 25.00% |
| Development Milestones | 50.00% |
| Total (must = 100%) | 100.00% |

| Criteria Ranking | | | | |
|---|---|---|---|---|
| *Priority* | VH | H | M | L |
| *Weight* | 4 | 3 | 2 | 1 |

| | Priority | Weight |
|---|---|---|
| **Company / Development Team** | | |
| Project Development Experience | VH | 4 |
| EPC Experience | M | 2 |
| Ownership / O&M Experience | M | 2 |
| **Technology** | | |
| Technical Feasibility | VH | 4 |
| Resource Quality | L | 1 |
| Manufacturing Supply Chain | H | 3 |
| **Development Milestones** | | |
| Site Control | VH | 4 |
| Permitting Status | VH | 4 |
| Project Financing Status | M | 2 |
| Interconnection Progress | H | 3 |
| Transmission Requirements | H | 3 |
| Reasonableness of COD | L | 1 |

Score Normalizer 10

| | Weight | Score |
|---|---|---|
| **Company / Development Team** | 25% | |
| Project Development Experience | 4 | 0 |
| EPC Experience | 2 | 0 |
| Ownership / O&M Experience | 2 | 0 |
| *Total Category* | | 0 |
| *Weighted Criteria* | | 0 |
| *Normalized Category* | | 0.00 |
| ***Weighted Category*** | | **0.00** |
| **Technology** | 25% | |
| Technical Feasibility | 4 | 0 |
| Resource Quality | 1 | 0 |
| Manufacturing Supply Chain | 3 | 0 |
| *Total Category* | | 0 |
| *Weighted Criteria* | | 0 |
| *Normalized Category* | | 0.00 |
| ***Weighted Category*** | | **0.00** |
| **Development Milestones** | 50% | |
| Site Control | 4 | 0 |
| Permitting Status | 4 | 0 |
| Project Financing Status | 2 | 0 |
| Interconnection Progress | 3 | 0 |
| Transmission Requirements | 3 | 0 |
| Reasonableness of COD | 1 | 0 |
| *Total Category* | | 0 |
| *Weighted Criteria* | | 0 |
| *Normalized Category* | | 0.00 |
| ***Weighted Category*** | | **0.00** |
| **Total Weighted Score** | | **0.00** |

Pacific Gas and Electric Company

**Biogas Contract and Information**

| Facility Information | |
|---|---|
| Technology Note (manufacturer, model, attributes) | |
| On-Site Gas Storage Capability? | <Choose> |
| Current Gas Usage? | <Choose One> |
| Gas Produced from Landfill? | <Choose> |
| Permit Type | <Choose One> |

| Contract Details | |
|---|---|
| Is Indicative Price Fixed or Index-Based? | <Choose One> |
| Guaranteed Delivery Date (at least minimum volume) | |
| Use Marketer/Aggregator? | <Choose> |

| Gas Pipeline Injection Data | |
|---|---|
| Pipeline/Transmission Path to CA (Firm Transmission Preferred) | |
| **Transmission Path** | **Pipeline Name** |
| Desired Injection Point | |
| Point 1 | |
| Point 2 | |
| Point 3 | |
| Delivery Point (Primary Preferred) | <Choose One> |

| Contract Year | Maximum Volume MMBtu/Day | Average Volume MMBtu/Day | Minimum Volume MMBtu/Day | Annual Volume MMBtu | Indicative Price $/MMBtu | Equivalent Capcity (MW) |
|---|---|---|---|---|---|---|
| 1 | | | | 0 | | |
| 2 | | | | 0 | | |
| 3 | | | | 0 | | |
| 4 | | | | 0 | | |
| 5 | | | | 0 | | |
| 6 | | | | 0 | | |
| 7 | | | | 0 | | |
| 8 | | | | 0 | | |
| 9 | | | | 0 | | |
| 10 | | | | 0 | | |
| 11 | | | | 0 | | |
| 12 | | | | 0 | | |
| 13 | | | | 0 | | |
| 14 | | | | 0 | | |
| 15 | | | | 0 | | |
| 16 | | | | 0 | | |
| 17 | | | | 0 | | |
| 18 | | | | 0 | | |
| 19 | | | | 0 | | |
| 20 | | | | 0 | | |

Pacific Gas and Electric Company

## Instructions for Attachment D-REC (REC Offers)

Version 2011.01

Unless otherwise provided herein, all capitalized terms shall have the meaning ascribed to them in PG&E's Renewables Portfolio Standard Solicitation Protocol dated April 28, 2011, or the applicable Agreement.

### Important Notes

1. Please ensure to submit this file in **Microsoft Excel 2003** version. **Other versions will not be accepted**.
2. The workbook is set to recalculate automatically; however, if for some reason it is not refreshed automatically, please press **F9** to refresh.

### Changes in the 2011 version Attachment D

The **Product Description** tab has been revamped. Every cell with a light green background **MUST** be filled out. As you fill these fields out, the light green background will disappear. Once you are done filling out the tab, press the 'Validate Inputs' button at the top of the page. If all fields have been filled out, you should see the word "Complete" appear to the right of the button. If this tab does not have this validation done and the word "Complete" does not appear, the form will be deemed invalid and returned to you.

Each field in the Product Description tab has an input message describing what is being requested in that field. This message will automatically pop up when you place the cursor in the cell.

If you are submitting a pooled offer, a **Pooled Offer** tab will appear for you to itemize the details of each project included in the pool. If you are submitting a unit contingent offer, then the pooled offer tab will not be visible.

A **Project Viability Worksheet** tab has been added. Please follow the instructions at the top of that tab. Like the Product Description tab, there is a 'Validate Inputs' button at the top of the form. If this tab does not have this validation done and the word "Complete" does not appear, the form will be deemed invalid and returned to you. NOTE: You do not need to fill this out if you are bidding an existing project. It is only required for new projects.

Each offer you submit must have this scoring worksheet completely filled out. If you are going to be submitting multiple variants of the same facility, we recommend that you completely fill out Attachment D for the first variant, then make a copy of the excel file, rename the copy, and make the minor changes needed for the variant.

Specific instructions for data requirements can either be found in column headers or in-cell comments throughout the workbook.

Pacific Gas and Electric Company

There are 45 missing inputs. Please fill in all green highlighted cells.

## D-REC: Participant Proposal Project Description and Contact Information

### General Offer Information

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Total Offers | | Offer Source | RFO | Has this project previously been offered to PG&E? | <Choose> | Is this a mutually exclusive offer? | <Choose> |
| Offer # | | Year | 2011 | | | | |
| Variant | <Choose> | Bid ID | ._<Choose_<Choose>11R | | | | |

### Product Type

| | |
|---|---|
| Product Type | <Choose One> |
| Unit Type | <Choose One> |
| Delivery Term (months) | |

### Project Information

| | | | | | |
|---|---|---|---|---|---|
| Full Legal Project Name | | | | | |
| Street Address | | | | | |
| City | | State | State | Zip Code | |
| Project Description | | | | | |
| Capacity (MW) | | Qualifying Facility? | | | <Choose> |
| Select Facility Status | <Choose One> | | | | |
| ERR Type | <Choose One> | | | | |
| Latitude | | degrees | Longitude | | degrees |

### Transmission & Generator Information

| | | | |
|---|---|---|---|
| Interconnection App. | <Choose One> | Expected Interconnection Point | |
| | | Line Name / Number | |
| | | Closest Substation | |
| | | Other Characteristics (if applicable, enter in box below) | |
| Interconnection Voltage | | | |
| Interconnection Level | <Choose One> | | |

### Project Owners

| Developer | Own % | Contact Name | Phone Number | Email Address |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

ERROR: Total must be 100% 0%

### Contact Information

| | | | | | |
|---|---|---|---|---|---|
| Company Name | | | | | |
| Street Address | | | | | |
| City | | State | State | Zip Code | |
| Country | | | | | |

| Authorized Contact #1 | | Authorized Contact #2 | |
|---|---|---|---|
| Name | | Name | |
| Title | | Title | |
| Phone 1 | | Phone 1 | |
| Phone 2 | | Phone 2 | |
| Fax | | Fax | |
| Email | | Email | |

WREGIS Account Holder ID

### Project Registration

| | |
|---|---|
| CEC ERR Certification Number | |
| Additional Information | |
| WREGIS Generating Unit ID | |
| Additional Information | |

### Credit Information (per Section VII of the Solicitation Protocol)

| | | Required | Offered | % |
|---|---|---|---|---|
| Project Development Security ($'s) * | $ | - | | 0.00% |
| Delivery Term Security ($'s) * | $ | - | | 0.00% |

### Acknowledgement

By selecting 'Yes", participant hereby agrees to the terms of the Solicitation Protocol and as outlined in Attachment A. <Choose>

Electronic Signature

Select 'Yes' to certify that the typed name acts as your electronic signature. <Choose>

### Additional Notes

Pacific Gas and Electric Company®

## D-2: Participant Proposal - Energy Pricing Sheet

**Full Legal Project Name:**

**PG&E Project ID:** ._<Choose_<Choose>11R

| Facility Phases | Guaranteed COD | Contract Capacity |
|---|---|---|
| Phase 1 | | |
| Phase 2 | | |
| Phase 3 | | |
| Phase 4 | | |

| Contract Year No: | Contract Year Start Date (mm/dd/yyyy) | Contract Year Stop Date (mm/dd/yyyy) | Contract Capacity (MW) | Expected Annual Capacity Factor | Contract Quantity: Expected Annual MWh | Contract Price ($/MWh) |
|---|---|---|---|---|---|---|
| 1 | 1/1/2014 | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| 13 | | | | | | |
| 14 | | | | | | |
| 15 | | | | | | |
| 16 | | | | | | |
| 17 | | | | | | |
| 18 | | | | | | |
| 19 | | | | | | |
| 20 | | | | | | |
| 21 | | | | | | |
| 22 | | | | | | |
| 23 | | | | | | |
| 24 | | | | | | |
| 25 | | | | | | |
| 26 | | | | | | |
| 27 | | | | | | |
| 28 | | | | | | |
| 29 | | | | | | |
| 30 | | | | | | |

Pacific Gas and Electric Company®

## D-3: REC Quantity

**Full Legal Project Name:**

**PG&E Project ID:** ._<Choose_<Choose>11R

**Please provide a forecast of REC quantity by on-peak and off-peak, by month and by year.**

| Expected Revenue | Total MWh | Avg Capactiy Factor | Average Price, $/MWh | Avg annual Contract Quantity (MWh) |
|---|---|---|---|---|
| 710,441,583 | 4,232,616 | 22.99% | 167.85 | #DIV/0! |

35,522,079

**Year 1 2014**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 1,975,200 |

**Year 2 2015**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 3,974,607 |

**Year 3 2016**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 35,761,824 |

Year 4 2017

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 35,982,576 |

Year 5 2018

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 36,203,328 |

Year 6 2019

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 36,424,080 |
| Monthly Total | 0 | 0 | |

**Year 7** **2020**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 36,644,832 |

**Year 8** **2021**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 36,865,584 |

**Year 9** **2022**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 37,086,336 |

**Year 10** **2023**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 37,307,088 |

**Year 11** **2024**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 37,527,840 |

**Year 12** **2025**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 37,748,592 |

**Year 13** **2026**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 37,969,344 |

**Year 14** **2027**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 37,086,336 |

**Year 15** **2028**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 37,527,840 |

**Year 16** **2029**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 37,122,624 |

**Year 17** **2030**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 37,564,560 |

**Year 18** **2031**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 37,417,248 |

**Year 19** **2032**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 37,417,248 |

**Year 20** **2033**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 37,417,248 |

**Year 21** **2034**

| Month | On-Peak | Off-Peak | |
|---|---|---|---|
| Jan | 6000.0 | 12000.0 | 0 |
| Feb | 6264.0 | 12528.0 | 0 |
| Mar | 6000.0 | 12000.0 | 0 |
| Apr | 6264.0 | 12528.0 | 0 |
| May | 6000.0 | 12000.0 | 0 |
| Jun | 6264.0 | 12528.0 | 0 |
| Jul | 6000.0 | 12000.0 | 0 |
| Aug | 6264.0 | 12528.0 | 0 |
| Sep | 6000.0 | 12000.0 | 0 |
| Oct | 6264.0 | 12528.0 | 0 |
| Nov | 6000.0 | 12000.0 | 0 |
| Dec | 6264.0 | 12528.0 | 37,417,248 |

Year 22 2035

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | 6000.0 | 12000.0 |
| Feb | 6264.0 | 12528.0 |
| Mar | 6000.0 | 12000.0 |
| Apr | 6264.0 | 12528.0 |
| May | 6000.0 | 12000.0 |
| Jun | 6264.0 | 12528.0 |
| Jul | 6000.0 | 12000.0 |
| Aug | 6264.0 | 12528.0 |
| Sep | 6000.0 | 12000.0 |
| Oct | 6264.0 | 12528.0 |
| Nov | 6000.0 | 12000.0 |
| Dec | 6264.0 | 12528.0 |

Year 23 2036

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | 6000.0 | 12000.0 |
| Feb | 6264.0 | 12528.0 |
| Mar | 6000.0 | 12000.0 |
| Apr | 6264.0 | 12528.0 |
| May | 6000.0 | 12000.0 |
| Jun | 6264.0 | 12528.0 |
| Jul | 6000.0 | 12000.0 |
| Aug | 6264.0 | 12528.0 |
| Sep | 6000.0 | 12000.0 |
| Oct | 6264.0 | 12528.0 |
| Nov | 6000.0 | 12000.0 |
| Dec | 6264.0 | 12528.0 |

Year 24 2037

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | 6000.0 | 12000.0 |
| Feb | 6264.0 | 12528.0 |
| Mar | 6000.0 | 12000.0 |
| Apr | 6264.0 | 12528.0 |
| May | 6000.0 | 12000.0 |
| Jun | 6264.0 | 12528.0 |
| Jul | 6000.0 | 12000.0 |
| Aug | 6264.0 | 12528.0 |
| Sep | 6000.0 | 12000.0 |
| Oct | 6264.0 | 12528.0 |
| Nov | 6000.0 | 12000.0 |
| Dec | 6264.0 | 12528.0 |

**Year 25** **2038**

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | 6000.0 | 12000.0 |
| Feb | 6264.0 | 12528.0 |
| Mar | 6000.0 | 12000.0 |
| Apr | 6264.0 | 12528.0 |
| May | 6000.0 | 12000.0 |
| Jun | 6264.0 | 12528.0 |
| Jul | 6000.0 | 12000.0 |
| Aug | 6264.0 | 12528.0 |
| Sep | 6000.0 | 12000.0 |
| Oct | 6264.0 | 12528.0 |
| Nov | 6000.0 | 12000.0 |
| Dec | 6264.0 | 12528.0 |

**Year 26** **2039**

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | 6000.0 | 12000.0 |
| Feb | 6264.0 | 12528.0 |
| Mar | 6000.0 | 12000.0 |
| Apr | 6264.0 | 12528.0 |
| May | 6000.0 | 12000.0 |
| Jun | 6264.0 | 12528.0 |
| Jul | 6000.0 | 12000.0 |
| Aug | 6264.0 | 12528.0 |
| Sep | 6000.0 | 12000.0 |
| Oct | 6264.0 | 12528.0 |
| Nov | 6000.0 | 12000.0 |
| Dec | 6264.0 | 12528.0 |

**Year 27** **2040**

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | 6000.0 | 12000.0 |
| Feb | 6264.0 | 12528.0 |
| Mar | 6000.0 | 12000.0 |
| Apr | 6264.0 | 12528.0 |
| May | 6000.0 | 12000.0 |
| Jun | 6264.0 | 12528.0 |
| Jul | 6000.0 | 12000.0 |
| Aug | 6264.0 | 12528.0 |
| Sep | 6000.0 | 12000.0 |
| Oct | 6264.0 | 12528.0 |
| Nov | 6000.0 | 12000.0 |
| Dec | 6264.0 | 12528.0 |

Year 28 2041

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | 6000.0 | 12000.0 |
| Feb | 6264.0 | 12528.0 |
| Mar | 6000.0 | 12000.0 |
| Apr | 6264.0 | 12528.0 |
| May | 6000.0 | 12000.0 |
| Jun | 6264.0 | 12528.0 |
| Jul | 6000.0 | 12000.0 |
| Aug | 6264.0 | 12528.0 |
| Sep | 6000.0 | 12000.0 |
| Oct | 6264.0 | 12528.0 |
| Nov | 6000.0 | 12000.0 |
| Dec | 6264.0 | 12528.0 |

Monthly Total

Year 29 2042

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | 6000.0 | 12000.0 |
| Feb | 6264.0 | 12528.0 |
| Mar | 6000.0 | 12000.0 |
| Apr | 6264.0 | 12528.0 |
| May | 6000.0 | 12000.0 |
| Jun | 6264.0 | 12528.0 |
| Jul | 6000.0 | 12000.0 |
| Aug | 6264.0 | 12528.0 |
| Sep | 6000.0 | 12000.0 |
| Oct | 6264.0 | 12528.0 |
| Nov | 6000.0 | 12000.0 |
| Dec | 6264.0 | 12528.0 |

Monthly Total

Year 30 2043

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | 6000.0 | 12000.0 |
| Feb | 6264.0 | 12528.0 |
| Mar | 6000.0 | 12000.0 |
| Apr | 6264.0 | 12528.0 |
| May | 6000.0 | 12000.0 |
| Jun | 6264.0 | 12528.0 |
| Jul | 6000.0 | 12000.0 |
| Aug | 6264.0 | 12528.0 |
| Sep | 6000.0 | 12000.0 |
| Oct | 6264.0 | 12528.0 |
| Nov | 6000.0 | 12000.0 |
| Dec | 6264.0 | 12528.0 |

Monthly Total

Year 31 2044

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | 6000.0 | 12000.0 |
| Feb | 6264.0 | 12528.0 |
| Mar | 6000.0 | 12000.0 |
| Apr | 6264.0 | 12528.0 |
| May | 6000.0 | 12000.0 |
| Jun | 6264.0 | 12528.0 |
| Jul | 6000.0 | 12000.0 |
| Aug | 6264.0 | 12528.0 |
| Sep | 6000.0 | 12000.0 |
| Oct | 6264.0 | 12528.0 |
| Nov | 6000.0 | 12000.0 |
| Dec | 6264.0 | 12528.0 |

Monthly Total

Year 32 2045

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | | |
| Feb | | |
| Mar | | |
| Apr | | |
| May | | |
| Jun | | |
| Jul | | |
| Aug | | |
| Sep | | |
| Oct | | |
| Nov | | |
| Dec | | |

Monthly Total

Year 33 2046

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | | |
| Feb | | |
| Mar | | |
| Apr | | |
| May | | |
| Jun | | |
| Jul | | |
| Aug | | |
| Sep | | |
| Oct | | |
| Nov | | |
| Dec | | |

Monthly Total

Year 34 2047

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | | |
| Feb | | |
| Mar | | |
| Apr | | |
| May | | |
| Jun | | |
| Jul | | |
| Aug | | |
| Sep | | |
| Oct | | |
| Nov | | |
| Dec | | |
| Monthly Total | 0 | 0 |

Year 35 2048

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | | |
| Feb | | |
| Mar | | |
| Apr | | |
| May | | |
| Jun | | |
| Jul | | |
| Aug | | |
| Sep | | |
| Oct | | |
| Nov | | |
| Dec | | |
| Monthly Total | 0 | 0 |

Year 36 2049

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | | |
| Feb | | |
| Mar | | |
| Apr | | |
| May | | |
| Jun | | |
| Jul | | |
| Aug | | |
| Sep | | |
| Oct | | |
| Nov | | |
| Dec | | |
| Monthly Total | 0 | 0 |

Year 37 2050

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | | |
| Feb | | |
| Mar | | |
| Apr | | |
| May | | |
| Jun | | |
| Jul | | |
| Aug | | |
| Sep | | |
| Oct | | |
| Nov | | |
| Dec | | |
| Monthly Total | 0 | 0 |

Year 38 2051

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | | |
| Feb | | |
| Mar | | |
| Apr | | |
| May | | |
| Jun | | |
| Jul | | |
| Aug | | |
| Sep | | |
| Oct | | |
| Nov | | |
| Dec | | |
| Monthly Total | 0 | 0 |

Year 39 2052

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | | |
| Feb | | |
| Mar | | |
| Apr | | |
| May | | |
| Jun | | |
| Jul | | |
| Aug | | |
| Sep | | |
| Oct | | |
| Nov | | |
| Dec | | |
| Monthly Total | 0 | 0 |

Year 40 2053

| Month | On-Peak | Off-Peak |
|---|---|---|
| Jan | | |
| Feb | | |
| Mar | | |
| Apr | | |
| May | | |
| Jun | | |
| Jul | | |
| Aug | | |
| Sep | | |
| Oct | | |
| Nov | | |
| Dec | | |
| Monthly Total | 0 | 0 |

## PG&E Modified CPUC Final Project Viability Calculator

**There are 36 missing inputs. Please fill in all highlighted cells.**

| Total Weighted Score - PG&E Modified PVC | **0.00** |
|---|---|

**Instructions**

| | |
|---|---|
| 1 | Please select a score for ***each*** of the 12 scoring criteria below (select from options in light yellow highlighted boxes) |
| 2 | Scores for each criterion can only be selected from the drop-down menu choices. No intermediate scores are permitted. |
| 3 | Notes supporting each score ***must*** be provided (light green highlighted boxes) |
| 4 | The location of more detailed information in the bid packet ***must*** be provided (tan highlighted boxes) |

### Section 1 - Company / Development Team

| **Project Development Experience** | | | |
|---|---|---|---|
| | **10** | The company and/or the development team has completed 2 or more projects of similar technology and capacity (e.g., 20 MW photovoltaic facility (thin-film)). |
| | **8** | The company and/or the development team has completed 2 or more projects of any technology and capacity (wholesale generation). |
| | **7** | Either (i) the company and/or the development team has completed at least one project of similar technology and capacity; or (ii) begun construction of at least one other similar project. |
| | **5** | Either (i) the company and/or the development team has completed at least one project of any technology and capacity (wholesale generation); or (ii) begun construction of at least one other similar project. |
| | **0** | None of the above. |

| **EPC Experience** | | | |
|---|---|---|---|
| | **10** | Multiple previous projects with same EPC supplier with same technology |
| | **8** | Multiple previous projects with same EPC supplier using different technology |
| | **5** | Some EPC experience with same technology |
| | **3** | Some EPC experience with different technology |
| | **1** | Minimal experience / established relationship with EPC supplier |
| | **0** | None of the above. |

| | | | |
|---|---|---|---|
| **Ownership / O&M Experience** | | **10** | The company, development team or subcontractor has experience with 2 or more projects of similar technology and capacity. (e.g., 20 MW photovoltaic facility (thin-film)) |
| | | **8** | The company, development team or subcontractor has experience with 2 or more projects of any technology and capacity (wholesale generation). |
| | | **7** | The company, development team or subcontractor has experience with at least 1 project with similar technology. |
| | | **5** | The company, development team or subcontractor has experience with at least 1 project of any technology and capacity (wholesale generation). |
| | | **0** | None of the above. |

## Section 2 - Technology

| | | | |
|---|---|---|---|
| **Technical Feasibility** | | **10** | Project will use commercialized technology that is currently in use at a minimum of 2 operating facilities of similar capacity (worldwide). |
| | | **5** | Project will use commercialized technology that is currently in use at a minimum of 2 operating facilities, but at first-of-its-kind scale. For example, existing projects do not exceed 20 MW and the proposed project is for greater than 50 MW. |
| | | **2** | Either (i) the project will use key components of commercialized technology, but in an application that has not yet been commercially proven; or (ii) project feasibility is supported by third party, independent engineer's report that verifies the cost and performance. (Technology is not commercially proven) |
| | | **0** | None of the above. |

| | | | |
|---|---|---|---|
| **Resource Quality** | | **10** | Bidder demonstrated that the resource can support the production profile. For example:<br>- *Geothermal:* Based on results of test wells, verified third party resource assessment or comparable facilities in the region.<br>- *Wind:* Based on meteorological tower data, verified third party resource assessment or comparable facilities in the region.<br>- *Biomass:* Sufficient quantities of fuel stock under control or contract for a minimum of five years.<br>- *Solar:* Based on verified third party resource assessment or comparable facilities in the region. |
| | | **5** | The resource appears sufficient to support the project's production profile. Assumptions are reasonable but not supported by data or assessment in section above. |
| | | **0** | None of the above. |

| | | | |
|---|---|---|---|
| **Manufacturing Supply Chain** | | **10** | There are no known or anticipated supply chain constraints. |
| | | **5** | Project scored within the top two tiers in the Technical Feasibility category, but project development is dependent on new manufacturing capacity. |
| | | **2** | Project will rely on proprietary technical design for its key component(s), not currently in use commercially, and project development is dependent on new manufacturing capacity. |
| | | **0** | None of the above. |

## Section 3 - Development Milestones

| | | | |
|---|---|---|---|
| **Site Control** | | **10** | Project has 100% site control through either (i) direct ownership; (ii) a lease; or (iii) an option to lease or purchase. |
| | | **8** | The project will be sited on BLM land and the bidder has achieved "Site Exclusivity," pursuant to California Independent System Operator (CAISO) guidelines. (http://www.caiso.com/1f42/1f42c00d28c30.html) |
| | | **0** | None of the above. |

| | | | |
|---|---|---|---|
| **Permitting Status** | | **10** | At a minimum, bidder has received its Conditional Use Permit (CUP) or Application for Certification (AFC). |
| | | **5** | Bidder has applied for its CUP or AFC, the application has been deemed data adequate and/or the designated agency has initiated its review. No fatal flaws have been identified (e.g., protected species and/or land, high land mitigation requirement). |
| | | **2** | Bidder has not initiated permitting, but bidder has successfully permitted a facility of similar technology and capacity. No fatal flaws have been identified (e.g., protected species and/or land, high land mitigation requirement). |
| | | **0** | None of the above. |

| | | | |
|---|---|---|---|
| **Project Financing Status** | | **10** | Either (i) the project will be "balance sheet" financed; or (ii) the project will rely on a power purchase agreement (PPA) for its financing and bidder can verify that such financing has been secured. |
| | | **6** | Project will rely on PPA financing. The bidder has obtained financing for at least 1 project of similar technology and capacity (e.g., 20 MW photovoltaic facility (thin-film)). |
| | | **5** | Project will rely on PPA financing. The bidder has obtained financing for at least 1 project of any technology and capacity (wholesale generation). |
| | | **0** | None of the above. |

| | | |
|---|---|---|
| **Interconnection Progress** | **10** | The project has obtained its Interconnection Agreement. |
| | **8** | Either (i) the project is in Phase II of the CAISO's Large Generator Interconnection Process (LGIP), has posted its Letter of Credit and is incompliance with all CAISO requirements for maintaining queue position, or (ii) the project is in the Serial Study Group and has initiated its Facilities Study. |
| | **8** | The project can interconnect through CAISO Small Generator Interconnection Procedures. |
| | **5** | Either (i) the project is in Phase I of the CAISO's LGIP and is incompliance with all CAISO requirements for maintaining queue position; or (ii) the project is in the Serial Study Group and has initiated its System Impact Study. |
| | **3** | The project has submitted its Interconnection Request. |
| | **0** | None of the above. |

| | | |
|---|---|---|
| **Transmission Requirements** | **10** | No transmission system upgrades required. |
| | **8** | Transmission access expected in less than 2 years. |
| | **6** | Transmission access expected in less than 3 years. |
| | **4** | Transmission access expected in less than 5 years. |
| | **2** | Transmission access expected in greater than 5 years. |
| | **0** | None of the above. |

| | | |
|---|---|---|
| **Reasonableness of COD** | **10** | Utility reasonably expects project's COD to occur within 12 months of the proposed online date. |
| | **8** | Utility reasonably expects project's COD to occur within 12 - 24 months of the proposed online date. |
| | **6** | Utility reasonably expects project's COD to occur within 24 - 36 months of the proposed online date. |
| | **2** | Utility reasonably expects project's COD to occur within 36 - 48 months of the proposed online date. |
| | **0** | Utility reasonably expects project's COD to occur more than 48 months after the proposed online date. |

## Weightings and Calculations (No Inputs, For Information Only)

| Category Weightings | |
|---|---|
| Company / Development Team | 25.00% |
| Technology | 25.00% |
| Development Milestones | 50.00% |
| Total (must = 100%) | 100.00% |

| Criteria Ranking | | | | |
|---|---|---|---|---|
| *Priority* | VH | H | M | L |
| *Weight* | 4 | 3 | 2 | 1 |

| | Priority | Weight |
|---|---|---|
| **Company / Development Team** | | |
| Project Development Experience | VH | 4 |
| EPC Experience | M | 2 |
| Ownership / O&M Experience | M | 2 |
| **Technology** | | |
| Technical Feasibility | VH | 4 |
| Resource Quality | L | 1 |
| Manufacturing Supply Chain | H | 3 |
| **Development Milestones** | | |
| Site Control | VH | 4 |
| Permitting Status | VH | 4 |
| Project Financing Status | M | 2 |
| Interconnection Progress | H | 3 |
| Transmission Requirements | H | 3 |
| Reasonableness of COD | L | 1 |

Score Normalizer 10

| | Weight | Score |
|---|---|---|
| **Company / Development Team** | 25% | |
| Project Development Experience | 4 | 0 |
| EPC Experience | 2 | 0 |
| Ownership / O&M Experience | 2 | 0 |
| *Total Category* | | 0 |
| *Weighted Criteria* | | 0 |
| *Normalized Category* | | 0.00 |
| ***Weighted Category*** | | **0.00** |
| **Technology** | 25% | |
| Technical Feasibility | 4 | 0 |
| Resource Quality | 1 | 0 |
| Manufacturing Supply Chain | 3 | 0 |
| *Total Category* | | 0 |
| *Weighted Criteria* | | 0 |
| *Normalized Category* | | 0.00 |
| ***Weighted Category*** | | **0.00** |
| **Development Milestones** | 50% | |
| Site Control | 4 | 0 |
| Permitting Status | 4 | 0 |
| Project Financing Status | 2 | 0 |
| Interconnection Progress | 3 | 0 |
| Transmission Requirements | 3 | 0 |
| Reasonableness of COD | 1 | 0 |
| *Total Category* | | 0 |
| *Weighted Criteria* | | 0 |
| *Normalized Category* | | 0.00 |
| ***Weighted Category*** | | **0.00** |
| **Total Weighted Score** | | **0.00** |

Pacific Gas and Electric Company

To be completed for pooled offers only

| Full Legal Project Name | Project Nameplate Capacity (MW) | Eligible Renewable Resource (ERR)Technology | Facility Status | Commercial Operation Date | Address | City | State | Zip | Longitude | Latitude | Interconnecting Utility | Interconnection Point | Delivery Point (e.g. COB, Palo Verde,...etc) | Are you in Transmission queue not with Transmission CAISO (Y/N)? | Queue Number | Vintage Availability (years) | CEC ERR Certification Number | WREGIS Generating Unit ID | Qualifying Facility (Y/N) | Additional Information |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | | | | | | | |

# Attachment E

# Participant Credit-Related Information Form

## Attachment E: Credit and Finance Information Form

Provide the following information for assessment of the financial viability of Participant. Include additional sheets and other materials with this Attachment as necessary. Financial information must be provided for the participant and any entity providing credit enhancement to the Participant. As necessary, please specify whether the information provided is for the Participant, its parent or an entity providing on Participant's behalf security, under any of the provisions of the Protocol. All capitalized terms not defined herein, shall have the meaning provided in the Protocol.

### A. Participant Identification and Credit Information:

1. Full legal name of Participant.
2. Describe in detail Participant's ultimate corporate parent if Participant is a direct or indirect subsidiary or affiliate of any other corporation; and/or each of Participant's general partners if Participant is a partnership; and/or each of Participant's joint ventures if Participant is a joint venture (identifying the controlling entity of the joint venture); and/or each of Participant's members if Participant is a limited liability company (identifying all manager(s) and officers); and/or each member of a consortium or other association, organization or group of persons acting in concert if Participant is a group or a member of a group acting in concert for purposes of this Protocol (identifying the controlling group member(s)). In each case, provide full legal names. In the case of partnerships, joint ventures, consortia, or other associations or groups, the Participant must provide information sufficient for PG&E to identify the ultimate corporate parent if the general partner, joint venture, controlling member or other relevant actor or agent is a direct or indirect subsidiary or affiliate of another corporation.
3. Provide copies of or URLs to Participant's most recent Annual Report to shareholders or Annual Report on Form 10-K as filed with the Securities and Exchange Commission ("SEC") for the past two years containing audited financial statements of Participant and Participant's most recent quarterly report on Form 10-Q as filed with the SEC, and, if applicable, for each entity identified in paragraph 2 above that is required to file reports under the Securities Exchange Act of 1934, the most recent Annual Report to shareholders or Annual Report on Form 10-K as filed with the SEC containing audited financial reports and the most recent quarterly report on Form 10-Q as filed with the SEC for each such entity. If none of the foregoing applies, Participant shall supply either (a) copies of the most recent audited financial statements, including a certified independent accountant's report thereon, of the Participant, or, if applicable, for each person or entity identified in the paragraph 2 above for at least the three prior full fiscal years or, if shorter, the life of the relevant entity; or (b) a description of the business of each such person or entity and of the material matters relating to such business, including all matters that would be required to be disclosed if such entity were subject to the disclosure requirements of Items 3 and 7 of Form 10-K.
4. List the legal name of all owners of the project and their relative percentage ownership.

5. Entity providing security on behalf of Participant. Describe all anticipated credit support arrangements and appropriate parental, subsidiary and partnership relationships pertinent to the Offer.
6. Address for each entity referred to in Item 5. above.
7. Current S&P and Moody's debt ratings of the Participant if any or if a parental guaranty is provided during the commercial operation of the generating facility, the parent's current S&P and Moody's debt ratings if any
8. Bank Contact: Name, Title, Address, Phone number.
9. Pending Legal Disputes (Describe).

**B. Financing Plan For Proposed Offer**

Provide a description of the project's financing plan during development and construction phases. The plan should include:

1. Amount, source and timing of equity financing.
2. Amount of debt financing.
3. Balance sheet versus limited recourse financing.
4. Willingness and ability to equity and/or balance sheet finance construction until financing is secured in order to ensure project schedule.
5. Outline of anticipated major terms and conditions of debt service:
   i. Term of Loan: (years)
   ii. Interest Rate(s) (%/year)
   iii. Other key terms and conditions
   iv. Amortization Schedule

**C. Financial Commitment**

1. Any commitment letters or letters of undertaking from project participants (including financial institutions) indicating that the project is able to obtain the construction and permanent financing it will require. Describe any caveats and conditions to financing commitments such parties may require.
2. The qualifications of such parties to provide, arrange or assist in obtaining necessary financing and credit support arrangements.
3. The significant conditions on which the financing depends.
4. The milestones that need to be achieved to secure both construction and term financing.

**D. Prior Project Financing by Participant ($000)**

1. List the project name; date placed; who financed the project; the amount of debt, equity and total capital; and the major financial terms.

## E. Sources and Uses of Funds During Construction

1. Provide a Sources and Uses of Funds schedule through construction period similar to the following:.

Financial Pro forma Template - Construction Uses and Sources of Funds
**$000**

| **Uses of Funds** | **2008** | **2009** | **2010** | **2011** | **2012** | **2013** |
|---|---|---|---|---|---|---|
| **Capital Costs** | | | | | | |
| Development Costs | | | | | | |
| Land Purchase | - | - | - | - | - | - |
| Title Insurance | - | - | - | - | - | - |
| Project Management | - | - | - | - | - | - |
| Engineering Services | - | - | - | - | - | - |
| Construction Costs | | | | | | |
| Turbine Vendor Equipment | - | - | - | - | - | - |
| Balance of Plant Equipment | - | - | - | - | - | - |
| EPC Contract Cost | - | - | - | - | - | - |
| Emissions Equipment | - | - | - | - | - | - |
| Transmission & Gas Interconnection | - | - | - | - | - | - |
| Building and Structures | - | - | - | - | - | - |
| Equipment Sales Tax | - | - | - | - | - | - |
| Construction Permits & Licenses | - | - | - | - | - | - |
| Property Taxes During Construction | - | - | - | - | - | - |
| Emission Reduction Credit Cost | - | - | - | - | - | - |
| Site Preparation | - | - | - | - | - | - |
| Builders Risk & ALOP Insurance | - | - | - | - | - | - |
| Start-up Testing | | | | | | |
| Credit for sales of start-up test power | - | - | - | - | - | - |
| Start-up Fuel Cost | - | - | - | - | - | - |
| Initial Spare Parts | - | - | - | - | - | - |
| O&M Mobilization | - | - | - | - | - | - |
| Initial Debt Service Reserve Fund | - | - | - | - | - | - |
| Initial Working Capital | - | - | - | - | - | - |
| Contingency | - | - | - | - | - | - |
| Total Capital Costs | - | - | - | - | - | - |
| **Financing Costs** | | | | | | |
| Construction Loan Closing Costs/Fees | - | - | - | - | - | - |
| Non-Recourse Loan Interest | - | - | - | - | - | - |
| Equity Bridge Loan Interest | - | - | - | - | - | - |
| Lenders Closing Costs | - | - | - | - | - | - |
| Construction Loan Commitment Fees | - | - | - | - | - | - |
| Working Capital Facility Commitment Fee Construction | - | - | - | - | - | - |
| Debt Service Reserve Commitment Fee | - | - | - | - | - | - |
| Term Loan Fees | - | - | - | - | - | - |
| Total Financing Costs | - | - | - | - | - | - |
| **Total Project Costs** | - | - | - | - | - | - |
| **Sources of Funds** | | | | | | |
| Financing | | | | | | |
| Equity | - | - | - | - | - | - |
| Senior Debt | - | - | - | - | - | - |
| Other Sources | - | - | - | - | - | - |
| Total | - | - | - | - | - | - |

## F. Pro Forma Financial Projections

Provide a Pro Forma financial projection showing the project cash flow, income statement, and balance sheet, sources and uses of funds, construction draw schedule, and including all financing assumptions. At a minimum the pro forma should include the following

| | Year | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|---|---|
| **Generation Assumptions** | | **2008** | **2009** | **2010** | **2011** | **2012** | **2013** | **2014** | **2015** | **2016** |
| Guaranteed Electrical Output | Mw | - | - | - | - | - | - | - | - | - |
| Net Capacity Factor | % | - | - | - | - | - | - | - | - | - |
| Net Annual Generation | GWH | - | - | - | - | - | - | - | - | - |
| Major Scheduled Outages | Hours | - | - | - | - | - | - | - | - | - |
| **Revenues** | $000's | - | - | - | - | - | - | - | - | - |
| **O&M Expense** | | | | | | | | | | |
| Operating Costs | | | | | | | | | | |
| Operating Labor | $000's | - | - | - | - | - | - | - | - | - |
| Consumables | $000's | - | - | - | - | - | - | - | - | - |
| Utilities | $000's | - | - | - | - | - | - | - | - | - |
| Major Maintenance | | | | | | | | | | |
| Maintenance Labor | | | | | | | | | | |
| Maintenance - Inside | $000's | - | - | - | - | - | - | - | - | - |
| Maintenance - Contract (LTSA) | $000's | - | - | - | - | - | - | - | - | - |
| Spare Parts | $000's | - | - | - | - | - | - | - | - | - |
| Other | $000's | - | - | - | - | - | - | - | - | - |
| Total O&M | $000's | - | - | - | - | - | - | - | - | - |
| **General & Administration Expense** | | | | | | | | | | |
| Admin Salaries and Labor | $000's | - | - | - | - | - | - | - | - | - |
| Licenses and Permits | $000's | - | - | - | - | - | - | - | - | - |
| Property Lease / Land | $000's | - | - | - | - | - | - | - | - | - |
| Professional Services | $000's | - | - | - | - | - | - | - | - | - |
| Insurance | $000's | - | - | - | - | - | - | - | - | - |
| Taxes | $000's | - | - | - | - | - | - | - | - | - |
| Total G&A | $000's | - | - | - | - | - | - | - | - | - |
| **Total Operating Expenses** | $000's | - | - | - | - | - | - | - | - | - |
| **Financing** | | | | | | | | | | |
| Interest | $000's | - | - | - | - | - | - | - | - | - |
| Principal Repayment | $000's | - | - | - | - | - | - | - | - | - |
| **Debt Coverage Ratio*** | X.X:1 | - | - | - | - | - | - | - | - | - |
| **Incremental Capital Expenditures** | $000's | - | - | - | - | - | - | - | - | - |
| **Capitalization** | | | | | | | | | | |
| Construction Loan Balance | $000's | - | - | - | - | - | - | - | - | - |
| Term Loan Balance | $000's | - | - | - | - | - | - | - | - | - |
| Equity | $000's | - | - | - | - | - | - | - | - | - |

$$\text{*Debt Coverage Ratio} = \frac{\text{Operating Costs + Interest - Incremental Capital Expenditures}}{\text{Total Debt Service (principal + interest)}}$$

**Financial Pro forma Template - Capital Structure**

**Initial Capital Structure**

| Construction Financing ($ in thousands): | % of Total | $ 000 |
|---|---|---|
| Debt (list all debt) | - | - |
| Equity | - | - |
| Total Project Cost | - | - |

| Permanent Financing ($ in thousands): | | |
|---|---|---|
| Debt (list all debt) | - | - |
| Equity | - | - |
| Total Project Cost | - | - |

# Attachment F

# FERC Order No. 717 Waiver

**Attachment F**
(FERC Order No. 717 Waiver)

Consent Agreement

This consent agreement ("Consent Agreement") is entered into by [PARTICIPANT LEGAL NAME] ("Seller") as of the signature date below, to authorize the disclosure of Seller's transmission-related information to Pacific Gas and Electric Company's ("PG&E") marketing or merchant business unit ("PG&E Merchant").

Whereas, pursuant to the Federal Energy Regulatory Commission ("FERC") Standards of Conduct enacted through FERC Order No. 717 or its successor, PG&E's transmission planning group ("PG&E Transmission") is prohibited from sharing non-public transmission-related information with PG&E Merchant; and

Whereas, PG&E has issued a 2011 Renewables Portfolio Standard Solicitation Protocol, dated [May 11], 2011, inviting interested parties to submit offers ("Offer") to sell to PG&E renewable power and/or generating facilities producing renewable power ("2011 RPS Solicitation"), and Seller has submitted an Offer(s) in response thereto containing non-public information related to the transmission requirements associated with the Offer(s); and

Whereas, PG&E, and its PG&E Merchant and PG&E Transmission units require access to non-public transmission-related information from Seller in order to effectively evaluate Seller's Offer(s), and Seller recognizes that access to such non-public transmission-related information is necessary to allow PG&E and PG&E Merchant to effectively evaluate Seller's Offer(s); and

Whereas, Seller recognizes that PG&E Transmission should not be prohibited from sharing non-public transmission-related information with PG&E Merchant;

NOW THEREFORE, in consideration of the mutual promises and covenants between PG&E Merchant and Seller in connection with the 2011 RPS Solicitation, Seller consents to and authorizes PG&E Transmission's disclosure of all non-public transmission-related information to PG&E Merchant to the extent that information relates to the Seller's Offer.

IN WITNESS WHEREOF, Seller has caused this Consent Agreement to be duly executed, effective and delivered by its proper and duly authorized officer as of the date set forth below.

SELLER:

Signature: _____

Name: _____

Title: _____

Date: _____

# Attachment G

# Confidentiality Agreement

**Attachment G**

# CONFIDENTIALITY AGREEMENT

This confidentiality agreement ("Confidentiality Agreement") dated as of latest date of signature found at the signature block ("Execution Date") is entered into by and between Pacific Gas and Electric Company, a California corporation, ("PG&E") and _____ ("Participant"), each of which may be referred to herein separately as a "Party" or together as the "Parties".

Whereas, the Parties have furnished and are furnishing certain Confidential Information, as defined below, to each other in the interest of developing a mutually agreeable power purchase agreement ("PPA") or purchase and sale agreement ("PSA") in connection with PG&E's 2011 Renewables Portfolio Standard ("RPS") Solicitation issued [May 11], 2011 ("Solicitation") pursuant to California Public Utilities Commission Rulemaking R.08-08-009. ***[Note to Participants: Please modify if you have provided a Joint Development or Joint Ownership Offer or a Buyout Option Offer.]***

Whereas, it is to the mutual benefit of each Party hereto to enter into this Confidentiality Agreement and provide for the procedure to exchange and protect Confidential Information, as defined below, pursuant to this Confidentiality Agreement;

NOW, THEREFORE, in consideration of Provider's disclosure to Recipient of Confidential Information and other valuable consideration, the Parties agree as follows:

## 1. Definition of Confidential Information

The term "Confidential Information" shall mean all information that either Party ("Provider") has furnished or is furnishing to the other Party ("Recipient"), which with respect to Participant as Provider must in addition be clearly marked "Confidential" (or promptly identified in writing as such when furnished to PG&E in intangible form), in connection with or pertaining to the Solicitation or any PPA or PSA offer thereunder, whether furnished before or after the Execution Date of this Confidentiality Agreement, whether intangible or tangible, and in whatever form or medium provided, and regardless of whether owned by Provider, as well as all information generated by Recipient or its Representatives, as defined below, that contains, reflects, or is derived from such furnished information. "Confidential Information" shall also include information regarding the Parties' bidding and negotiation process, including the status of such process, and potential commercial relationship concerning the Solicitation or any PPA or PSA offer thereunder.

## 2. Disclosure to Representatives

Recipient agrees that it will maintain the Confidential Information in strict confidence and that the Confidential Information shall not, without Provider's prior written consent, be disclosed by Recipient or by its affiliates, or their respective officers, directors, partners, employees, agents, or representatives (collectively, "Representatives") in any manner whatsoever, in whole or in part, and shall not be used by Recipient or by its Representatives other than in connection with the Solicitation and the evaluation or negotiation of the PPA or PSA, as applicable. Moreover, Recipient agrees to transmit the Confidential Information only to such of its Representatives who need to know the Confidential Information for the sole purpose of assisting Recipient with such permitted uses, as applicable; provided that, Recipient shall inform Representatives of this Confidentiality Agreement and secure their agreement to abide in all material respects by its terms. In any event, Recipient shall be fully liable for any breach of this Confidentiality Agreement by its Representatives as though committed by Recipient itself.

## 3. Nondisclosure

Recipient further agrees that it:

(a) shall not disclose any Confidential Information provided to it by Provider to any third party for any purpose, except as provided in Section 5 below (or Section 2 above if a Representative is a third party);

(b) shall not distribute all or any portion of Confidential Information to any Representative for any purpose other than as permitted by Section 2 above; and

(c) shall destroy or return all such Confidential Information upon Provider's request; provided that, each Party shall have the right to retain one copy of Confidential Information for regulatory compliance or legal purposes, and neither Party shall be obligated to purge extra copies of Confidential Information from electronic media used solely for disaster recovery backup purposes.

## 4. Exclusions to Confidential Information

For purposes of this Confidentiality Agreement, Confidential Information does not include information that:

(a) is in the public domain at the time of the disclosure by Provider or is subsequently made available to the general public through no violation of this Confidentiality Agreement by Recipient;

(b) Recipient can demonstrate was at the time of disclosure by Provider already in Recipient's possession and was not acquired, directly or indirectly, from Provider on a confidential basis;

(c) is independently developed by Recipient without use of or reference to the Confidential Information;

(d) is disclosed with the prior written consent of Provider.

## 5. Required and Permitted Disclosure

Recipient agrees not to introduce (in whole or in part) into evidence or otherwise voluntarily disclose in any administrative or judicial proceeding, any Confidential Information, except as required by law or as Recipient may be required to disclose to duly authorized governmental or regulatory agencies ("Required Disclosure"). In the event that Recipient or any of its Representatives becomes subject to a Required Disclosure, Recipient agrees:

(a) to use commercially reasonable efforts to notify Provider promptly of the existence, terms, and circumstances surrounding such request;

(b) to consult with Provider on the advisability of taking legally available steps to resist or narrow such request; and

(c) if disclosure of such Confidential Information is required to prevent Recipient from being held in contempt or subject to other legal detriment, to furnish only such portion of the

Confidential Information as it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information.

In addition to the Required Disclosure, the Parties shall be permitted to disclose Confidential Information as follows: (i) to PG&E's Procurement Review Group, as defined in California Public Utilities Commission ("CPUC") Decision (D) 02-08-071, subject to a confidentiality agreement, (ii) to the CPUC (including CPUC staff) under seal for purposes of review (if such seal is applicable to the nature of the Confidential Information), and (iii) to the Independent Evaluator, as defined and specified in the PG&E RPS Solicitation Protocol dated _____, 2011 ("Protocol"). PG&E shall also be permitted to disclose Participant's Confidential Information [(i)] in order to comply with (A) any applicable law, regulation, or any exchange or control area rule, or (B) any applicable regulation, rule, or order of the CPUC, California Energy Commission, the California Air Resources Board, or the Federal Energy Regulatory Commission, including any mandatory discovery or data request issued by any of the foregoing entities[, or (ii) to potential complementary providers to enable or assist with renewable energy transactions, including, but not limited to, marketers, financial institutions, energy banking and shaping service providers, brokers or other providers of services or products that may enable the development of a PPA or PSA, as designated by PG&E with a "need to know" in order to value or price the energy, evaluate such complementary services or products or otherwise enable the Parties to consummate a PPA or PSA, provided that such recipients shall be duly notified of the confidential nature of the Confidential Information and agree to be bound by a materially similar obligation of confidentiality with respect to such Confidential Information as to which PG&E is bound]. ***[Include subsection ii) if Participant's project is located outside of California.]***

**6. No License Rights**

This Confidentiality Agreement and any Confidential Information used or disclosed hereunder shall not be construed as granting, expressly or by implication, Recipient any rights by license or otherwise to such Confidential Information or to any invention, patent or patent application, or other intellectual property right, now or hereafter owned or controlled by Provider.

**7. Publicity**

Subject to Sections 4 and 5, neither Party will disclose any information or make any news release, advertisement, public communication, response to media inquiry or other public statement regarding this Confidentiality Agreement and the Confidential Information disclosed hereunder (including without limitation the potential commercial relationship between the Parties, the inclusion of an offer on PG&E's shortlist of offers, or the status of negotiations) or the performance hereunder or with respect to an offer, without the prior written consent of the other Party.

**8. No Future Contracts**

Entry into this Confidentiality Agreement and the disclosure of Confidential Information hereunder shall not constitute an offer or acceptance or promise of any future contract or amendment of any existing contract. Each Party shall retain such rights with respect to its own Confidential Information as it had prior to entering into this Confidentiality Agreement. Unless and until a definitive PPA or PSA has been executed and delivered between the Parties, neither Party shall have any legal obligation with respect to any contemplated transaction because of this Confidentiality Agreement or any other written or oral expression with respect to any transaction except, in the case of this Confidentiality Agreement, for the matters specifically agreed to herein.

**9. No Representation or Warranties**

Any Confidential Information exchanged under this Confidentiality Agreement shall carry no warranties or representations of any kind, either expressed or implied, unless specifically expressed per the terms of the Protocol. Recipient shall not rely on the Confidential Information for any purpose other than to make its own evaluation thereof or as provided in the Protocol.

10**.** **Injunctive Relief**

Recipient acknowledges and agrees that, in the event of any breach of this Confidentiality Agreement, Provider may be irreparably and immediately harmed and monetary damages may not be adequate to make Provider whole. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled in law or equity and, with respect to PG&E as Provider any remedy under the Protocol, Provider shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to cease breaches or prevent threatened breaches of this Confidentiality Agreement and/or to compel specific performance of this Confidentiality Agreement, and that neither Recipient nor its Representatives will oppose the granting of such equitable relief if a court finds a breach or threatened breach. Each Party expressly agrees that it shall bear all costs and expenses, including attorneys' fees and costs, that it may incur as Provider in enforcing the provisions of this Confidentiality Agreement.

**11. Term and Provisions Surviving Termination**

This term of this Confidentiality Agreement shall be two (2) years from the Execution Date; provided however, that either Party may earlier terminate this Confidentiality Agreement by giving the other Party thirty (30) days prior written notice of its intention to terminate this Confidentiality Agreement. Any such expiration or termination shall not abrogate either Party's obligations hereunder with respect to Confidential Information received prior to such expiration or termination nor those terms herein relating to the interpretation or enforcement of this Confidentiality Agreement relating to said obligations. Such obligations and terms shall survive for a period of three (3) years from said expiration or termination.

**12. No Waiver**

Any waiver of any provision of this Confidentiality Agreement, or a waiver of a breach hereof, must be in writing and signed by both Parties to be effective. Any waiver of a breach of this Confidentiality Agreement, whether express or implied, shall not constitute a waiver of a subsequent breach hereof.

**13. Binding Nature and Amendment**

This Confidentiality Agreement contains the entire understanding between the Parties with respect to Confidential Information received hereunder. No change or modification shall be made effective unless in writing and signed by an authorized representative of each Party. Any conflict between the language on any specified legend or stamp on any Confidential Information received hereunder, or any provision of the Protocol, a PPA or PSA relating to Confidential Information provided during the term of this Agreement, on the one hand, and this Confidentiality Agreement, on the other hand, shall be resolved in favor of the language of this Confidentiality Agreement. This Confidentiality Agreement may not be amended or modified except by a written agreement executed by both Parties.

**14. Governing Law and Jurisdiction**

THIS CONFIDENTIALITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. THE PARTIES AGREE THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED IN ANY WAY TO THIS CONFIDENTIALITY AGREEMENT SHALL BE BROUGHT SOLELY IN A COURT OF COMPETENT JURISDICTION SITTING IN THE CITY AND COUNTY OF SAN FRANCISCO. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT TO THE JURISDICTION OF ANY SUCH COURT AND HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING IN ANY SUCH COURT, ANY OBJECTION TO VENUE WITH RESPECT TO ANY SUCH ACTION OR PROCEEDING AND ANY RIGHT OF JURISDICTION ON ACCOUNT OF THE PLACE OF RESIDENCE OR DOMICILE OF ANY PARTY THERETO. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATED TO THIS CONFIDENTIALITY AGREEMENT.

**15. Severability**

If any provision hereof is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such unenforceability or invalidity shall not affect the enforceability or validity of any other provision of this Confidentiality Agreement.

**16. Counterparts**

This Confidentiality Agreement may be signed in counterparts, each of which shall be deemed an original. This Confidentiality Agreement may be executed and delivered by facsimile and the Parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Party may use such facsimile signatures as evidence of the execution and delivery of this Confidentiality Agreement by the Parties to the same extent that an original signature could be used.

**17. Notice**

Any notice given hereunder by either Party shall be made in writing and shall be effective once delivered, in any of the following manners: by facsimile as indicated by a log showing complete transmission thereof along with a confirmatory copy sent via U.S. Mail, certified mail, return receipt requested, as evidenced by a signed delivery receipt; or overnight delivery by a nationally recognized overnight delivery service, as verified by a delivery receipt or signature, addressed as follows:

To Participant: ***[TO BE COMPLETED BY PARTICIPANT]***

To PG&E: Pacific Gas and Electric Company
Electric Supply Department
Attn: Sandra Burns
77 Beale Street, (MC B25A)
San Francisco, California 94105
Facsimile: (415) 973-3946

Either Party may periodically change any address to which notice is to be given it by providing written notice of such change to the other Party.

IN WITNESS WHEREOF, each Party has caused this Confidentiality Agreement to be duly executed and delivered by its proper and duly authorized agent as of the date set forth below.

| **PACIFIC GAS AND ELECTRIC COMPANY** | **[PARTICIPANT NAME]** |
|---|---|
| Signature | Signature |
| Print Name | Print Name |
| Title | Title |
| Date | Date |

# Attachment H

# Form of Power Purchase Agreement

# RENEWABLE ENERGY CREDIT
# PURCHASE AND SALE AGREEMENT

***[Note: This form of REC Purchase and Sale Agreement may be used for Offers of RECs-only without energy from new and existing ERR facilities.]***

## PREAMBLE

This Renewable Energy Credit Purchase and Sale Agreement (this "Agreement"), together with the appendices and any other attachments referenced herein, is made and entered into between Pacific Gas and Electric Company, a California corporation ("Buyer"), and [*Seller*], a [*include place of formation and business type*] ("Seller"), as of the Execution Date. Buyer and Seller hereby agree to the following:

## ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings indicated herein unless expressly stated otherwise.

1.1 "Affiliate" means, with respect to any person, any other person (other than an individual) that (a) directly or indirectly, through one or more intermediaries, controls, or is controlled by such person or (b) is under common control with such person. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

1.2 "Agreement" is defined in the Preamble. For purposes of Article 7, the word "agreement" shall have the meaning set forth in this definition and for purposes of Section 2.9(a)(v), the word "contract" shall have the meaning set forth in this definition.

1.3 "Arbitration" has the meaning set forth in Section 9.3.

1.4 "Bankrupt" means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it and such case filed against it is not dismissed in ninety (90) days, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (e) is generally unable to pay its debts as they fall due.

1.5 "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall be between the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party's principal place of business where the relevant Party, in each instance unless otherwise specified, shall be the Party from whom the Notice, payment or delivery is being sent and by whom the Notice or payment or delivery is to be received.

1.6 "Buyer" has the meaning set forth in the Preamble.

1.7 "Buyer's WREGIS Account" has the meaning set forth in Section 2.9(a)(i).

1.8 "CAISO" means the California Independent System Operator Corporation or any successor entity performing similar functions.

1.9 "California Renewables Portfolio Standard" means the renewable energy program and policies established by Senate Bills 1038 and 1078, codified in California Public Utilities Code Sections 399.11 through 399.20 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

1.10 "CEC" means the California Energy Commission or any successor agency.

1.11 "CEC Certification and Verification" means that the CEC has certified that the Project is an ERR for purposes of the California Renewables Portfolio Standard and that all energy produced by the Project qualifies as generation from an ERR for purposes of the Project.

1.12 "Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination or expiration of this Agreement.

1.13 "Commercial Operation" means the Project is operating and able to produce and deliver energy and produce and Deliver the Product to Buyer pursuant to the terms of this Agreement. ***[Existing Facilities: Delete definition.]***

1.14 "Commercial Operation Date" means the date on which Seller provides Buyer with Notice that Commercial Operation has commenced in the form attached hereto as Appendix I. ***[Existing Facilities: Delete definition.]***

1.15 "Condition(s) Precedent" has the meaning set forth in Section 6.1.

1.16 "Contract Price" means the price in U.S. Dollars ($U.S.) to be paid by Buyer to Seller for the purchase of the Product, as specified in Section 2.4(a).

1.17 "Contract Quantity" has the meaning set forth in Section 2.3(b).

1.18 "Contract Year" means a period of twelve (12) consecutive calendar months beginning on January 1 and ending on December 31. The first Contract Year shall commence on the Initial Delivery Date and each subsequent Contract Year shall commence on January 1.

1.19 "Costs" means, with respect to the Non-Defaulting Party, (a) brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party in entering into new arrangements which replace a Terminated Transaction; and (b) all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of a Transaction.

1.20 "CPUC" means the California Public Utilities Commission, or any successor entity.

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

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

(b) finds that any procurement pursuant to this Agreement is procurement of Renewable Energy Credits that conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation, for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable. ***[Provision "may not be modified" per CPUC D. 10-03-021 as modified by CPUC Decision 11-01-025].***

1.22 "CPUC REC Decision" means a final and non-appealable order of the CPUC issued under Rulemaking 06-02-012, or any successor or consolidated CPUC rulemaking, pursuant to which the CPUC authorizes Buyer to purchase the Product produced or generated by or associated with the Project and use the Product for California Renewables Portfolio Standard compliance purposes; provided that such order shall not impose further material restrictions or limitations on (a) the volume or quantity of Renewable Energy Credits, (b) the types of transactions considered REC-only, or (c) the locations of projects that may produce or generate Renewable Energy Credits, for which Buyer may use for California Renewables Portfolio Standard compliance purposes (other than as set forth in the Decision 10-03-021 dated March 11, 2010).

1.23 "Credit Rating" means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody's.

1.24 "Cure" has the meaning set forth in Section 4.4(a).

1.25 "Defaulting Party" means the Party that is subject to an Event of Default.

1.26 "Deliver", "Delivered", "Delivering" or "Delivery" means the transfer of Product from Seller to Buyer by Seller's delivery to Buyer of a WREGIS Certificate and shall be deemed to be Delivered upon deposit or transfer of the WREGIS Certificate into Buyer's WREGIS Account. For purposes of Sections 2.7(b) and 2.9(a)(iv), the words "delivery" and "delivered" shall have the same meaning set forth in this definition.

1.27 "Delivery Date" means each date upon which a WREGIS Certificate representing the Product is Delivered by Seller to Buyer and received by Buyer into Buyer's WREGIS Account.

1.28 "Delivery Term" has the meaning set forth in Section 2.3(b).

1.29 "Delivery Term Security" means the Performance Assurance that Seller is required to maintain, as specified in Article 4, to secure performance of its obligations during the Delivery Term.

1.30 "Disclosing Party" has the meaning set forth in Section 8.4.

1.31 “Disclosure Order” has the meaning set forth in Section 8.4.

1.32 “DUNS” means the Data Universal Numbering System, which is a unique nine character identification number provided by Dun and Bradstreet.

1.33 “Early Termination Date” has the meaning set forth in Section 5.2.

1.34 “Effective Date” means the date on which all of the Conditions Precedent set forth in Section 6.1 have been satisfied or waived in writing by both Parties.

1.35 “Eligible Renewable Energy Resource” or “ERR” has the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

1.36 “Equitable Defenses” means any bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally and, with regard to equitable remedies, the discretion of the court before which proceedings may be pending to obtain same.

1.37 “Event of Default” has the meaning set forth in Section 5.1.

1.38 “Execution Date” means the latest signature date found on the signature page of this Agreement.

1.39 “Executive(s)” has the meaning set forth in Section 9.2(a).

1.40 “FERC” means the Federal Energy Regulatory Commission or any successor government agency.

1.41 “Force Majeure” means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party’s ability to perform its obligations under this Agreement and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby.

(a) Subject to the foregoing, events that could qualify as Force Majeure include, but are not limited to, the following:

(i) flooding, lightning, landslide, earthquake, fire, drought, explosion, epidemic, quarantine, storm, hurricane, tornado, volcanic eruption, other natural disaster or unusual or extreme adverse weather-related events;

(ii) war (declared or undeclared), riot or similar civil disturbance, acts of the public enemy (including acts of terrorism), sabotage, blockade, insurrection, revolution, expropriation or confiscation;

(iii) except as set forth in subsection (b)(vi) below, strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable); or

(iv) emergencies declared by the Transmission Provider or any other authorized successor or regional transmission organization or any state or federal regulator or legislature requiring a forced curtailment of the Project.

(b) Force Majeure shall not be based on:

(i) Buyer's inability economically to use or resell the Product purchased hereunder;

(ii) Seller's ability to sell the Product at a price greater than the price set forth in this Agreement;

(iii) Seller's inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Project;

(iv) Seller's inability to obtain sufficient fuel, power or materials to operate the Project, except if Seller's inability to obtain sufficient fuel, power or materials is caused solely by an event of Force Majeure of the specific type described in any of subsections (a)(i) through (a)(iv) above;

(v) Seller's failure to obtain additional funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by Buyer pursuant to this Agreement;

(vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller's Affiliates, [the EPC Contractor or subcontractors thereof] ***[Existing Facilities: Seller to delete bracketed language]*** or any other third party employed by Seller to work on the Project;

(vii) any equipment failure except if such equipment failure is caused solely by an event of Force Majeure of the specific type described in any of subsections (a)(i) though (a)(iv) above; or

(viii) a Party's inability to pay amounts due to the other Party under this Agreement, except if such inability is caused solely by a Force Majeure event that disables physical or electronic facilities necessary to transfer funds to the payee Party.

1.42 "Gains" means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of the Transaction for the remaining Delivery Term, determined in a commercially reasonable manner, subject to Section 5.3 hereof. Factors used in determining economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties, including, without limitation, quotations (either firm or indicative) of relevant prices or other relevant market data in the relevant markets, market prices for a comparable transaction, all of which should be calculated for the remaining Delivery Term to determine the value of the Product.

1.43 "GP Cure" has the meaning in Section 2.3(c)(i).

1.44 "GP Damages" has the meaning set forth in Appendix II.

1.45 "GP Failure" means Seller's failure to Deliver Product in an amount equal to or greater than the Guaranteed Production amount for the applicable Performance Measurement Period.

1.46 "GP Shortfall" means the amount of RECs corresponding to MWh by which Seller failed to achieve the Guaranteed Production in the applicable Performance Measurement Period.

1.47 "Governmental Approval" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority and shall include those siting and operating permits and licenses, and any of the foregoing under any applicable environmental law, that are required for the use and operation of the Project.

1.48 "Governmental Authority" means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question.

1.49 "Governmental Charges" means all taxes imposed by any Governmental Authority on or with respect to the Product or the Transaction.

1.50 "Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;[1] (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain

[1] Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

1.51 "Guaranteed Commercial Operation Date" has the meaning set forth in Section 2.10(c). ***[Existing Facilities: Delete definition.]***

1.52 "Guaranteed Production" has the meaning set forth in Section 2.3(c).

1.53 "Guaranty" means a guaranty issued by an entity acceptable to Buyer and in a form acceptable to Buyer.

1.54 "Initial Delivery Date" has the meaning set forth in Section 2.3(b).

1.55 "Initial Negotiation End Date" has the meaning set forth in Section 9.2(a).

1.56 "Interest Amount" means, with respect to an Interest Period, the amount of interest calculated as follows: (a) the sum of (i) the principal amount of Performance Assurance in the form of cash held by Buyer during that Interest Period, and (ii) the sum of all accrued and unpaid Interest Amounts accumulated prior to such Interest Period; (b) multiplied by the Interest Rate in effect for that Interest Period; (c) multiplied by the number of days in that Interest Period; (d) divided by 360.

1.57 "Interest Payment Date" means the date of returning unused Performance Assurance held in the form of cash.

1.58 "Interest Period" means the monthly period beginning on the first day of each month and ending on the last day of each month.

1.59 "Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or any successor publication.

1.60 "JAMS" means JAMS, Inc. or its successor entity, a judicial arbitration and mediation service.

1.61 "Law" means any statute, law, treaty, rule, regulation, CEC guidance document, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Execution Date, and which becomes effective after the Execution Date; or any binding interpretation of the foregoing. For purposes of Section 1.50 "Green Attributes," Section 2.7(c) and Article 7 "Governing Law", the term "law" shall have the meaning set forth in this definition.

1.62 "Letter(s) of Credit" means one or more irrevocable, non-transferable standby letters of credit issued by (i) a U.S. commercial bank or (ii) a U.S. branch of a foreign commercial bank with sufficient assets in the U.S., as determined by Buyer, with either such bank having a

Credit Rating of at least A from S&P or A2 from Moody's, substantially in the form as contained in Appendix III to this Agreement.

1.63 "Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from the termination of the Transaction for the remaining Delivery Term, determined in a commercially reasonable manner, subject to Section 5.3 hereof. If the Non-Defaulting Party is the Seller, then "Losses" shall exclude any loss of federal, state or local tax credits or benefits, investment credits, accelerated depreciation, grants or other subsidies related to the construction, ownership and operation of the Project or generation therefrom.

1.64 "Manager" has the meaning set forth in Section 9.2(a).

1.65 "Meter" has the meaning set forth in Section 2.9(b).

1.66 "Milestones" has the meaning set forth in Section 2.10(c)(i). ***[Existing Facilities: Delete definition.]***

1.67 "Monthly Progress Report" means the report similar in form and content attached hereto as Appendix IV. ***[Existing Facilities: Delete definition.]***

1.68 "Moody's" means Moody's Investor Services, Inc., or any successor thereto.

1.69 "MWh" means megawatt-hour.

1.70 "Non-Defaulting Party" has the meaning set forth in Section 5.2.

1.71 "Notice," unless otherwise specified in the Agreement, means written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail). Appendix V contains the names and addresses to be used for Notices.

1.72 "Obligor" means the Party breaching the terms of this Agreement.

1.73 "Party" means the Buyer or Seller individually, and "Parties" means both collectively. For purposes of Article 7, the word "party" or "parties" shall have the meaning set forth in this definition.

1.74 "Performance Assurance" means the collateral provided by Seller to Buyer pursuant to Article 4 to secure Seller's obligations hereunder and includes [Project Development Security] and Delivery Term Security. ***[Existing Facilities: Seller to replace references to Project Development Security with Pre-Delivery Term Security.]***

1.75 "Performance Measurement Period" has the meaning set forth in Section 2.3(c).

1.76 "Preamble" means the paragraph that precedes "Article 1: Definitions" to this Agreement.

1.77 "Pre-Delivery Term Security" is the collateral required of Seller, as specified and referred to in Section 4.3(a) ***[Applicable to Existing Facilities only.]***

1.78 "Product" means all of the Renewable Energy Credits which are or can be created, produced or generated by or associated with the Project which shall be qualified and

certified as an ERR, and to be Delivered pursuant to this Agreement, and shall include Green Attributes and WREGIS Certificates evidencing the Product.

1.79 "Product Reporting Rights" means the exclusive right to report sole ownership of the Product to the CEC, CPUC, any Governmental Authority or any other party, including under Section 1605(b) of the Energy Policy Act of 1992, as amended or supplemented, or under any present or future California Renewables Portfolio Standard or replacement or successor thereof.

1.80 "Project" means the generating facility, the site at which the generating facility is located and the assets, tangible and intangible, that compose the generation facility, as more particularly described on Appendix VI.

1.81 "Project Development Security" means the Performance Assurance required of Seller, as specified and referred to in Article 4.

1.82 "Referral Date" has the meaning set forth in Section 9.2(a).

1.83 "Renewable Energy Credit" or "REC" has the meaning set forth in California Public Utilities Code Section 399.12(f) and CPUC Decision 08-08-028, as may be amended or supplemented from time to time or as further defined or supplemented by Law, is evidenced by a WREGIS Certificate, and is equivalent to one (1) MWh of energy from the Project which shall be qualified and certified as an ERR.

1.84 "S&P" means the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor.

1.85 "Satisfaction Date" has the meaning set forth in Section 2.1(a).

1.86 "Seller" has the meaning set forth in the Preamble.

1.87 "Seller Excuse Hours" means those hours during which Seller is unable to deliver Product to Buyer as a result of (a) a Force Majeure event or (b) Buyer's failure to perform.

1.88 "Seller's WREGIS Account" has the meaning set forth in Section 2.9(a)(i).

1.89 "Settlement Amount" has the meaning set forth in Section 5.2.

1.90 "Term" has the meaning provided in Section 2.1(a).

1.91 "Terminated Transaction" means the Transaction terminated in accordance with Section 5.2 of this Agreement.

1.92 "Termination Payment" has the meaning set forth in Section 5.2.

1.93 "Transaction" has the meaning set forth in Section 2.3.

1.94 "Transmission Provider" means any entity or entities transmitting or transporting the energy generated by the Project on behalf of Seller. For purposes of this Agreement the Transmission Provider is [CAISO].

1.95 "Vintage" means the calendar year in which the Product is created, generated, or produced for use under the California Renewables Portfolio Standard.

1.96 "WREGIS" means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

1.97 "WREGIS Certificate(s)" has the same meaning as "Certificate" as defined by WREGIS in the WREGIS Operating Rules and are designated by Law as eligible for complying with the California Renewables Portfolio Standard and for evidencing the Product.

1.98 "WREGIS Operating Rules" means those operating rules and requirements adopted by WREGIS as of June 4, 2007, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.99 Rules of Interpretation. Unless otherwise required by the context in which any term appears, (a) the singular includes the plural and vice versa; (b) references to "Articles," "Sections," "Schedules," "Annexes," "Appendices" or "Exhibits" (if any) are to articles, sections, schedules, annexes, appendices or exhibits hereof; (c) all references to a particular entity or market price index include a reference to such entity's or index's successors and (if applicable) permitted assigns; (d) references to any Law include a reference to any amendments or supplements thereto or replacements thereof, (e) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular Article, Section or subsection hereof; (f) all accounting terms not specifically defined herein will be construed in accordance with generally accepted accounting principles in the United States of America, consistently applied; (g) references to this Agreement include a reference to all appendices, annexes, schedules and exhibits hereto, as the same may be amended, modified, supplemented or replaced from time to time; (h) the masculine includes the feminine and neuter and vice versa; (i) the words "including", "includes", and "include" shall be deemed to be followed in each instance by the words "without limitation"; (j) references to agreements and other legal instruments include all subsequent amendments thereto, and changes to, and restatements or replacements of, such agreements or instruments that are duly entered into and effective against the parties thereto or their permitted successors and assigns; and (k) the word "or" is not necessarily exclusive.

## ARTICLE 2: TRANSACTIONS; PAYMENT, TAXES AND TRANSFER OF TITLE

2.1 Term.

(a) Term. The term of the Agreement shall commence upon the satisfaction or waiver of the Conditions Precedent set forth in Section 6.1 of this Agreement and shall remain in effect until the conclusion of the Delivery Term, unless terminated sooner pursuant to Section 5.2 or Section 6.2 of this Agreement (the "Term"); provided that this Agreement shall thereafter remain in effect until the Parties have fulfilled all obligations with respect to the Transaction, including Delivery of all Product created, produced, or generated by the Project prior to the end of the Delivery Term, payment in full of amounts due for the Product Delivered prior to the end of the Term, the Settlement Amount, or other damages (whether directly or indirectly such as through set-off or netting) and the undrawn portion of the Delivery Term Security is released and/or returned as applicable (the "Satisfaction Date").

(b) Survival. Notwithstanding anything to the contrary in this Agreement, all rights under Section 3.4 (Indemnity) and any other indemnity rights shall survive the Satisfaction Date or the end of the Term (whichever is later) for an additional twelve (12) months, and all rights and obligations under Section 8.4 (Confidentiality) shall survive the Satisfaction Date or the end of the Term (whichever is later) for an additional two (2) years.

2.2 Binding Nature.

(a) Upon Execution Date. This Agreement shall be effective and binding as of the Execution Date only to the extent required to give full effect to, and enforce, the rights and obligations of the Parties under: Sections 2.1, 2.2(a), 2.10(a)(iii), 3.1, 4.2, 4.3(a)(i), 4.3(c), 4.4, 5.1(a)(iii) (only with respect to Section 3.1), 5.1(a)(iv) (only with respect to the Sections identified in this Section 2.2(a)), 5.1(a)(v)-(vi), 5.1(b)(ii), 5.2 through 5.7, 8.1 through 8.5 and Articles 1, 6, 7 and 9.

(b) Upon Effective Date. This Agreement shall be in full force and effect, enforceable and binding in all respects, upon occurrence of the Effective Date.

2.3 Transaction. The Parties desire to enter into a transaction for the purchase and sale of the Product under this Agreement ("Transaction").

(a) During the Delivery Term, Seller shall sell and Deliver, or cause to be Delivered, and Buyer shall purchase and receive, or cause to be received, the Product at Buyer's WREGIS Account, and Buyer shall pay Seller the Contract Price for the Product in accordance with the terms of this Agreement. In no event shall Seller have the right to procure any element of the Product from sources other than the Project for sale or delivery to Buyer under this Agreement. Buyer shall have no obligation to receive or purchase Product from Seller produced, created or generated prior to or after the Vintages set forth in Section 2.3(b). Seller shall be responsible for any costs or charges imposed on or associated with the Product or its delivery of the Product up to and at Buyer's WREGIS Account. Buyer shall be responsible for any costs or charges imposed on or associated with the Product after its receipt in Buyer's WREGIS Account. Delivery of Product shall be independent of delivery of the energy with which the Product is associated. Each Party agrees to act in good faith in the performance of its obligations under this Agreement.

(b) The quantity of Product to be Delivered by Seller during each Contract Year shall be ***[_____]*** RECs ("Contract Quantity"), as pro-rated in the first Contract Year based on the Initial Delivery Date to reflect the actual number of calendar days in the first Contract Year; provided that Seller shall Deliver to Buyer all Product created, generated or produced by the Project with the Vintages ***[insert year(s) of generation]*** during the period of ***[insert number of years]*** Contract Years ("Delivery Term"). As used herein, "Delivery Term" shall mean the period of time beginning on the first date [on or after the Commercial Operation Date] ***[Existing Facilities: Delete bracketed text]*** that Seller Delivers Product to Buyer from the Project which qualifies and is certified as an ERR ("Initial Delivery Date") and shall continue until all of the Product created, generated, or produced during the Delivery Term with the Vintages ***[insert year(s) of generation]*** has been Delivered by Seller to Buyer, unless terminated earlier as provided by the terms of this Agreement. The Initial Delivery Date shall occur as soon as practicable once all of the following have been satisfied: (i) [Seller shall have achieved the Commercial Operation Date;] ***[Existing Facilities: Delete bracketed text]*** [(ii)] all of the applicable Conditions Precedent in Article 6 of the Agreement have been satisfied or waived in writing, [and] [(iii)] Buyer shall have received and accepted the Delivery Term Security in accordance with the relevant provisions of Article Four of the Agreement, as applicable; [and] [(iv)] Seller shall have obtained the requisite CEC Certification and Verification for the Project.

(c) Guaranteed Production. ***[Use the following bracketed language for Product from an As-Available facilities]*** Throughout the Delivery Term, Seller shall be required to Deliver to Buyer no less than the Guaranteed Production over two (2) consecutive Contract

Years during the Delivery Term ("Performance Measurement Period"). "Guaranteed Production" means an amount of Renewable Energy Credits Delivered by Buyer to Seller, as measured in MWh, equal to the product of (x) and (y), where (x) is one hundred sixty percent (160%) of the Contract Quantity ***[Photovoltaic facilities only to use the then-applicable Contact Quantities for the Performance Measurement Period]***, and (y) is the difference between (I) and (II), with the resulting difference divided by (I), where (I) is the number of hours in the applicable Performance Measurement Period and (II) is the aggregate number of Seller Excuse Hours in the applicable Performance Measurement Period. Guaranteed Production is described by the following formula:

Guaranteed Production = (160% * Contract Quantity in MWh) * [(Hrs in Performance Measurement Period – Seller Excuse Hrs) / Hrs in Performance Measurement Period]

***[OR use the following bracketed language for Product from a Baseload facility only]*** Throughout the Delivery Term, Seller shall be required to Deliver to Buyer no less than the Guaranteed Production in each Contract Year during the Delivery Term ("Performance Measurement Period"). "Guaranteed Production" means an amount of Renewable Energy Credits Delivered by Seller to Buyer, as measured in MWh, equal to the product of (x) and (y), where (x) is ninety percent (90%) of the Contract Quantity, and (y) is the difference between (I) and (II), with the resulting difference divided by (I), where (I) is the number of hours in the applicable Performance Measurement Period and (II) is the aggregate number of Seller Excuse Hours in the applicable Performance Measurement Period. Guaranteed Production is described by the following formula:

Guaranteed Production = (90% * Contract Quantity in MWh) * [(Hrs in Performance Measurement Period – Seller Excuse Hrs) / Hrs in Performance Measurement Period]

***[Include the following subparts (i) through (iii) to Section 2.3(c) for both As-Available and Baseload facilities and all technologies]***

(i) If Seller has a GP Failure, then within forty-five (45) days after the last day of the last month of such Performance Measurement Period, Buyer shall promptly notify Seller of such failure. Seller may cure the GP Failure by Delivering to Buyer no less than ninety percent (90%) of the Contract Quantity over the next following Contract Year ("GP Cure"). If Seller fails to Deliver sufficient Renewable Energy Credits to make the GP Cure for a given Performance Measurement Period, Seller shall pay GP Damages, defined in and calculated pursuant to Appendix II (GP Damages Calculation).

(ii) The Parties agree that the damages sustained by Buyer associated with Seller's failure to achieve the Guaranteed Production requirement would be difficult or impossible to determine, or that obtaining an adequate remedy would be unreasonably time consuming or expensive and therefore agree that Seller shall pay the GP Damages to Buyer as liquidated damages. In no event shall Buyer be obligated to pay GP Damages.

(iii) After the GP Cure period has run, if Seller has not achieved the GP Cure, Buyer shall have forty-five (45) days to notify Seller of such failure. Within forty-five (45) days of the end of the GP Cure period, Buyer shall provide Notice to Seller in writing of the amount of the GP Damages, if any, which Seller shall pay within sixty (60) days of receipt of the Notice. If Seller does not pay the GP Damages within the sixty (60) day time period, Buyer may, at its option, declare an Event of Default pursuant to Section 5.1(b)(iv) within ninety (90) days after the expiration of Seller's sixty (60) day GEP Cure period. If Buyer does not (1) notify

Seller of the GP Failure or (2) declare an Event of Default pursuant to Section 5.1(b)(iv) within the ninety (90) day period, if Seller has failed to pay the GP Damages, then Buyer shall be deemed to have waived its right to declare an Event of Default based on Seller's failure with respect to the Performance Measurement Period which served as the basis for the notice of GP Failure, GP Damages, or default, subject to the limitations set forth in Section 5.1(b)(iv).

(d) Performance Excuses.

(i) Seller Excuses. Seller shall be excused from achieving the Guaranteed Production for the applicable time period during Seller Excuse Hours.

(ii) Buyer Excuses. The performance of Buyer to receive and/or pay for the Product shall be excused only (A) during periods of Force Majeure, or (B) by Seller's failure to perform.

(iii) No Excuse. Except for a failure or curtailment resulting from a Force Majeure, the failure of electric transmission service shall not excuse performance with respect to either Party for the delivery or receipt of the Product to be provided under this Agreement.

(e) Force Majeure. Prior to the expiration of the of the second full Business Day subsequent to the commencement of an event of Force Majeure, the non-performing Party shall provide the other Party with oral notice of the event of Force Majeure, and within two (2) weeks of the commencement of an event of Force Majeure the non-performing Party shall provide the other Party with Notice in the form of a letter describing in detail the particulars of the occurrence giving rise to the Force Majeure claim. Failure to provide timely Notice constitutes a waiver of a Force Majeure claim. Seller shall not substitute the Product from any other source during an outage resulting from Force Majeure. The suspension of performance due to a claim of Force Majeure must be of no greater scope and of no longer duration than is required by the Force Majeure. Buyer shall not be required to make any payments for any Product that Seller fails to deliver or provide as a result of Force Majeure during the term of a Force Majeure.

2.4 Contract Price; Payment.

(a) The Contract Price for the Product in the form of each Renewable Energy Credit Delivered in each Vintage shall be as follows:

| **Vintage:** | **Contract Price:** |
|---|---|
| [Insert calendar year(s)] | $[ ] per REC |

No other payment shall be required for Product Delivered under the Agreement.

(b) Payment. On or about the tenth (10th) day of each month beginning with the second full calendar month following the Initial Delivery Date and every month thereafter, and continuing until Buyer has paid for all Renewable Energy Credits created, generated or produced during the Delivery Term, Buyer shall pay the Contract Price for the Product in the form of each Renewable Energy Credit as evidenced by a WREGIS Certificate Delivered to Buyer's WREGIS Account in the prior month. If the payment date is not a Business Day, then such payment shall be provided on the next following Business Day. Buyer will make payments

by electronic funds transfer to the account designated by Seller on Appendix V. Any undisputed amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

2.5 Taxes and Fees. Seller will be responsible for any Governmental Charges imposed on the creation, generation, ownership, or transfer of Product under this Agreement up to and including at the time and place of its Delivery. Buyer will be responsible for any Governmental Charges imposed on the receipt or ownership of Product after the time and place of its Delivery. Each Party will be responsible for the payment of any fees, including brokers' fees, incurred by it in connection with the Transaction hereunder.

2.6 Transfer of Title. Seller's property rights, title and interest in and to the Product will pass to Buyer when the Delivery and payment are complete. Upon such completion, all rights, title and interest in and to the Product, to the full extent the same is property, will transfer to Buyer.

2.7 Transfer of Product.

(a) By Delivering a Product to Buyer and payment for such Product by Buyer, Seller transfers any and all, and the exclusive, right to use that Product in the California Renewables Portfolio Standard and for compliance under any other applicable environmental Law or regulatory requirement, as well as any and all Product Reporting Rights. Transfer of and payment for the Product does not transfer eligibility for, rights to, or ownership of production tax credits or other direct third-party subsidies for generation of electricity by the Eligible Renewable Energy Resource. Except as expressly excluded in this preceding sentence, Delivery to and payment for a Product by Buyer grants the Buyer the right, exclusive to the full extent applicable, to verify, certify, and otherwise take advantage of the rights, claims and ownership in the Product.

(b) Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

(c) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. ***[Provision "may not be modified" per CPUC D. 10-03-021 as modified by CPUC Decision 11-01-025].***

2.8 Verifying and Certifying.

(a) The type and amount of any Product transferred and Delivered will be measured, calculated, verified and certified as required pursuant to the California Renewables Portfolio Standard. The costs and expenses of CEC Certification and Verification during the Term are the responsibility of the Seller.

(b) Seller shall obtain CEC Certification and Verification of the Project as an ERR with the CEC no later than the Initial Delivery Date, and shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Certification and Verification throughout the Term.

2.9 WREGIS and Metering.

(a) WREGIS. Seller shall, at its sole expense, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Product corresponding to all energy generated by the Project are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard and are promptly transferred to Buyer on a monthly basis following the Initial Delivery Date for Buyer's sole benefit. Seller shall comply with all Laws, including, without limitation, the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates. Seller shall satisfy the warranty in Section 2.9(a)(v)as Seller fulfills its obligations under this Section 2.9(a) and subsections 2.9(a)(i) through (iv) below. In addition:

(i) Prior to the Initial Delivery Date, Seller shall register the Project with WREGIS. During the Delivery Term, Seller shall establish and maintain an account with WREGIS ("Seller's WREGIS Account"). Seller shall transfer the WREGIS Certificates using "Forward Certificate Transfers" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("Buyer's WREGIS Account"). Seller shall be responsible for all expenses associated with registering the Project with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

(ii) Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. As of the Execution Date, the WREGIS Certificates are expected to be created no later than ninety (90) calendar days after the end of each calendar month for energy generated by the Project in that calendar month. Since WREGIS Certificates will only be created for whole MWh amounts of energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

(iii) Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the energy generated by the Project for such calendar month as evidenced by the Project's Meter data.

(iv) If WREGIS changes the WREGIS Operating Rules after the Execution Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 2.9(a) after the Execution Date, the Parties promptly shall modify this Section 2.9(a) as reasonably required to cause and enable Seller to Deliver to Buyer's WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the energy generated by the Project in the same calendar month.

(v) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. ***[Provision "may not be modified" per CPUC D. 10-03-021 as modified by CPUC Decision 11-01-025].***

(b) Metering. All output from the Project must be delivered through a single [CAISO] revenue meter or equivalent revenue quality meter enabling Seller to perform the obligations in Section 2.9(a) ("Meter") and that Meter must be dedicated exclusively to the Project. All Product purchased must be measured by the Project's Meter. Seller shall bear all costs relating to all metering equipment installed to accommodate the Project. In addition, Seller hereby agrees to provide all Meter data to Buyer in a form acceptable to Buyer, and consents to Buyer obtaining from the [CAISO] or applicable transmission provider the Meter data applicable to the Project and all inspection, testing and calibration data and reports. Seller shall grant Buyer the right to retrieve the Meter reads from the [CAISO Operational Meter Analysis and Reporting (OMAR) web] or other similar systems and/or directly from the Meter(s) at the Project site.

[2.10 New Generation Facility.

(a) Seller, at no cost to Buyer, shall be responsible to:

(i) Design and construct the Project.

(ii) Acquire all Government Approvals and other approvals necessary for the construction, operation, and maintenance of the Project.

(iii) Within fifteen (15) days after the close of each month from the first month following the Execution Date until the Commercial Operation Date, provide to Buyer a Monthly Progress Report and agree to regularly scheduled meetings between representatives of Buyer and Seller to review such monthly reports and discuss Seller's construction progress and the anticipated Commercial Operation Date and Initial Delivery Date. The Monthly Progress Report shall identify the Milestones and indicate whether Seller has met or is on target to meet such Milestones.

(b) Buyer shall have the right, but not the obligation, to inspect the Project or the Project's construction site or on-site Seller data and information pertaining to the Project during business hours upon reasonable notice.

(c) Construction Milestones.

(i) Milestones. The Parties agree time is of the essence in regards to the Transaction. Seller shall provide Buyer with any requested documentation to support the achievement of certain milestones for the construction of the Project as set forth in Appendix VII hereto ("Milestones") within ten (10) Business Days of receipt of such request by Seller.

(ii) Guaranteed Commercial Operation Date. Seller shall have demonstrated Commercial Operation no later than [_____] (the "Guaranteed Commercial Operation Date").

(iii) Damages.

(A) Seller shall cause the Project to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date. If the Commercial Operation Date occurs after the Guaranteed Commercial Operation Date, then Buyer shall be entitled to declare an Event of Default pursuant to Section 5.1(b)(iii) and draw upon the Project Development Security as liquidated damages for Seller's failure to achieve Commercial Operation by the Guaranteed Commercial Operation Date. The Parties agree that Buyer's receipt of the full

amount of the Project Development Security shall be Buyer's sole remedy for Seller's failure to achieve Commercial Operation by the Guaranteed Commercial Operation Date; provided that Buyer shall not be limited from exercising any other remedy provided under the Agreement for any other Event of Default by Seller under the Agreement.

(B) Each Party agrees and acknowledges that (I) the damages that Buyer would incur due to Seller's delay in achieving the Commercial Operation Date beyond the Guaranteed Commercial Operation Date would be difficult or impossible to predict with certainty, and (II) the damages in the amount of the Project Development Security are an appropriate approximation of such damages. The Parties agree that Buyer's receipt of such damages for Seller's failure to achieve the Guaranteed Commercial Operation Date shall be construed as Buyer's declaration that an Event of Default has occurred under Section 5.1(b)(iii) and shall eliminate Buyer's right to receive a Termination Payment or any further amounts as damages or otherwise as provided for in Section 5.2 for Seller's failure to achieve the Guaranteed Commercial Operation Date. Nothing in this Section 2.10(c)(iii) shall limit Buyer's right to a Termination Payment or any further amounts as damages or otherwise as provided for in Section 5.2 for any other Seller Event of Default, other than the Event of Default set forth in Section 5.1(b)(iii).] ***[Existing Facilities: Delete Section 2.10]***

## ARTICLE 3: REPRESENTATIONS AND WARRANTIES; COVENANTS

3.1 Mutual Representations and Warranties. On the Execution Date and on each Delivery Date, each Party represents and warrants to the other that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it has all Governmental Approvals necessary for it to perform its obligations under this Agreement, except on the Execution Date only for (i) CPUC Approval in the case of Buyer, and (ii) all permits necessary to install, operate and maintain the Project in the case of Seller;

(c) the execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any Equitable Defenses;

(e) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;

(f) there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;

(g) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;

(h) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and

(i) it has entered into this Agreement in connection with the conduct of its business and it has the capacity or the ability to make or take Delivery of the Product, as provided in this Agreement.

3.2 Warranties of Seller. Seller represents and warrants to Buyer on each Delivery Date for the Product that:

(a) the Project qualifies and is certified by the CEC as an ERR;

(b) Seller has good and marketable title to the Product and all right, title and interest in and to such Product are free and clear of any liens, taxes, Claims, security interests or other encumbrances;

(c) Seller has not sold the Product or any portion thereof, to any other person or entity; and

(d) the Product is separate from the energy generated by the Project.

3.3 General Covenants. Each Party covenants that throughout the Delivery Term:

(a) it shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all Governmental Approvals necessary for it to legally perform its obligations under this Agreement and the Transaction;

(c) it shall perform its obligations under this Agreement and the Transaction in a manner that does not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Law applicable to it; and

(d) it shall maintain its status as a "forward contract merchant" within the meaning of the United States Bankruptcy Code (for so long as such term has the same definition as in effect as of the date of this Agreement).

3.4 Indemnity.

(a) Indemnity by Seller. Seller shall release, indemnify and hold harmless Buyer, its Affiliates, and Buyer's and its Affiliates' respective directors, officers, employees, agents, and representatives against and from any and all loss, Claims, actions or suits, including costs and attorney's fees resulting from, or arising out of or in any way connected with (i) the

Product Delivered under this Agreement, (ii) Seller's operation and/or maintenance of the Project, or (iii) Seller's actions or inactions with respect to this Agreement, including, without limitation, any loss, Claim, action or suit, for or on account of injury, bodily or otherwise, to or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such loss, Claim, action or suit as may be caused solely by the willful misconduct or gross negligence of Buyer, its Affiliates, or Buyer's and Affiliates' respective agents, employees, directors, or officers.

(b) Indemnity by Buyer. Buyer shall release, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, Claims, actions or suits, including costs and attorney's fees resulting from, or arising out of or in any way connected with the Product Delivered by Seller under this Agreement after receipt thereof by Buyer into Buyer's WREGIS Account, including, without limitation, any loss, Claim, action or suit, for or on account of injury, bodily or otherwise, to or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such loss, Claim, action or suit as may be caused solely by the willful misconduct or gross negligence of Seller, its Affiliates, or Seller's and Affiliates' respective agents, employees, directors or officers.

## ARTICLE 4: CREDIT AND COLLATERAL REQUIREMENTS

4.1 Financial Information. If requested by Buyer, Seller shall deliver (a) within one hundred twenty (120) days following the end of each fiscal year, a copy of Seller's annual report containing unaudited consolidated financial statements for such fiscal year (or audited consolidated financial statements for such fiscal year if otherwise available) and (b) within sixty (60) days after the end of each of its first three fiscal quarters of each fiscal year, a copy of such Party's quarterly report containing unaudited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and prepared in accordance with generally accepted accounting principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as such Party diligently pursues the preparation, certification and delivery of the statements.

4.2 Grant of Security Interest/Remedies. To secure its obligations under this Agreement, Seller hereby grants to Buyer, as the secured party, a first priority security interest in, and lien on (and right of setoff against), and assignment of, all Performance Assurance posted with Buyer in the form of cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, Buyer. Within thirty days of the delivery of the Project Development Security or Delivery Term Security, as applicable, Seller agrees to take such action as Buyer reasonably requires in order to perfect a first-priority security interest in, and lien on (and right of setoff against), such Performance Assurance and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence or deemed occurrence and during the continuation of an Event of Default or an Early Termination Date, Buyer, as the Non-Defaulting Party, may do any one or more of the following: (a) exercise any of the rights and remedies of a secured party with respect to all Performance Assurance, including any such rights and remedies under the Law then in effect; (b) exercise its rights of setoff against any and all property of Seller, as the Defaulting Party, in the possession of the Buyer or Buyer's agent; (c) draw on any outstanding Letter of Credit issued for its benefit; and (d) liquidate all Performance Assurance, then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller. Buyer shall apply the

proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under the Agreement (Seller remaining liable for any amounts owing to Buyer after such application), subject to the Buyer's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

4.3 Performance Assurance.

(a) [Project Development Security]. Seller agrees to deliver to Buyer collateral to secure its obligations under this Agreement, which Seller shall maintain in full force and effect for the period posted with Buyer, as follows: ***[Existing Facilities: Seller to replace Project Development Security in Section 4.3(a) with Pre-Delivery Tem Security.]***

(i) [Project Development Security] pursuant to this Section 4.3(a)(i) in the amount of $***[insert dollar amount based on Performance Assurance amounts in 2011 Solicitation Protocol]*** and in the form of ***[specify cash or Letter of Credit]*** from the Execution Date of this Agreement until Seller posts [Project Development Security] pursuant to Section 4.3(a)(ii) below with Buyer; and ***[Offers from New or Existing Facilities with Delivery Terms of less than one year: Seller to delete subsection.]***

(ii) [Project Development Security] pursuant to this Section 4.3(a)(ii) in the amount of $ ***[insert dollar amount based on Performance Assurance amounts in 2011 Solicitation Protocol***] and in the form of ***[specify cash or Letter of Credit]*** from a date not later than thirty (30) days following the date on which all of the Conditions Precedent set forth in Article 6 are either satisfied or waived until Seller posts Delivery Term Security pursuant to Section 4.3(b) below with Buyer; provided that, with Buyer's consent, Seller may elect to apply the [Project Development Security] posted pursuant to Section 4.3(a)(i) toward the [Project Development Security] posted pursuant to this Section 4.3(a)(ii). ***[Offers from New or Existing Facilities with Delivery Terms of less than one year: Seller to delete subsection.]***

(b) Delivery Term Security. Seller agrees to deliver to Buyer Delivery Term Security pursuant to this Section 4.3(b) in the amount of $ ***[insert dollar amount identified in Offer Form]*** and in the form of ***[specify cash, Letter of Credit or Guaranty]*** from the Initial Delivery Date until the end of the Term to secure its obligations under this Agreement, which Seller shall maintain in full force and effect for the period posted with Buyer. Any such Performance Assurance shall not be deemed a limitation of damages, unless otherwise specifically provided by the terms set forth in this Agreement. ***[Offers from New or Existing Facilities with Delivery Terms of less than one year: Seller to delete subsection.]***

(c) Use of [Project Development Security]. Buyer shall be entitled to draw upon the Project Development Security posted by Seller until the Project Development Security is exhausted (1) as liquidated damages pursuant to Section 2.10(c)(iii) arising upon Buyer's declaration of an Early Termination Date due to a failure by Seller to meet the Guaranteed Commercial Operation Date or (2) for any other damages arising upon Buyer's declaration of an Early Termination Date. ***[Existing Facilities: Seller to revise this Section 4.3(c)as follows: Buyer shall be entitled to draw upon the Pre-Delivery Term Security posted by Seller in the event an Early Termination Date has occurred, as applicable and may retain the Pre-Delivery Term Security until all payment obligations of Seller arising under this Agreement, including compensation for the Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-ff or netting) until such time as the Pre-Delivery Term Security is exhausted. ]***

(d) Termination of [Project Development Security]. If after the Initial Delivery Date no damages are due and owing to Buyer under this Agreement, then Seller shall no longer be required to maintain the [Project Development Security], and Buyer shall return to Seller the [Project Development Security] within five (5) Business Days of Seller's provision of the Delivery Term Security unless, with Buyer's consent, Seller elects to apply the [Project Development Security] posted pursuant to Section 4.3(a)(ii) toward the Delivery Term Security posted pursuant to Section 4.3(b). ***[Existing Facilities: Seller to replace Project Development Security with Pre-Delivery Term Security.]***

(e) Payment and Transfer of Interest. Buyer shall pay interest on cash held as [Project Development Security] or Delivery Term Security, as applicable, at the Interest Rate and on the Interest Payment Date. All accrued interest on the unused [Project Development Security] or Delivery Term Security, if applicable, shall be transferred to Seller in the form of cash by wire transfer to the bank account specified under "Wire Transfer" in Appendix XI, (Notices List). ***[Existing Facilities: Seller to replace Project Development Security with Pre-Delivery Term Security]***

(f) Return of Delivery Term Security. Buyer shall return the unused portion of Delivery Term Security, including the payment of any interest due thereon, pursuant to Section 4.3(e) above, to Seller promptly after the following has occurred: (i) the Term of the Agreement has ended, or subject to Section 4.2, an Early Termination Date has occurred, as applicable; and (ii) all payment obligations of Seller arising under this Agreement, including Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting).

4.4 Letter of Credit. ***[New or Existing Facilities with a Delivery Term of less than one year: Seller to delete Section 4.4.]***

(a) If Seller has provided a Letter of Credit pursuant to any of the applicable provisions in this Article Four, then Seller shall renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and in accordance with this Agreement. In the event the issuer of such Letter of Credit (i) fails to maintain a Credit Rating of at least an A2 by Moody's and at least an A by S&P, (ii) indicates its intent not to renew such Letter of Credit, or (iii) fails to honor Buyer's properly documented request to draw on an outstanding Letter of Credit by such issuer, Seller shall (A) provide a substitute Letter of Credit that is issued by a qualified bank acceptable to Buyer, other than the bank failing to honor the outstanding Letter of Credit, or (B) post cash in each case in an amount equal to the outstanding Letter of Credit within five (5) Business Days after Buyer receives Notice of such refusal ("Cure"), as applicable. If Seller fails to Cure or if such Letter of Credit expires or terminates without a full draw thereon by Buyer, or fails or ceases to be in full force and effect at any time that such Letter of Credit is required pursuant to the terms of this Agreement, then Seller shall have failed to meet the creditworthiness/collateral requirements of Article Four.

(b) In all cases, the reasonable costs and expenses of establishing, renewing, substituting, canceling, increasing, reducing, or otherwise administering the Letter of Credit shall be borne by Seller.

4.5 Access to Financial Information. The Parties agree that Generally Accepted Accounting Principles and SEC rules require Buyer to evaluate if Buyer must consolidate Seller's financial information. Buyer will require access to financial records and personnel to determine

if consolidated financial reporting is required. If Buyer determines that consolidation is required, Buyer shall require the following during every calendar quarter for the Term:

(a) Complete financial statements and notes to financial statements; and

(b) Financial schedules underlying the financial statements, all within fifteen (15) days after the end of each fiscal quarter.

Any information provided to Buyer pursuant to this Section 4.5 shall be considered confidential in accordance with the terms of this Agreement and shall only disclosed on an aggregate basis with other similar entities for which Buyer has REC purchase agreements or power purchase agreements. The information will only be used for financial statement purposes and shall not be otherwise shared with internal or external parties.

## ARTICLE 5: EVENTS OF DEFAULT; REMEDIES

5.1 Events of Default.

(a) An "Event of Default" means, with respect to either Party as the Defaulting Party, the occurrence of any of the following:

(i) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days after written Notice is received by the Party failing to make such payment;

(ii) failure to Deliver or receive Product pursuant to this Agreement;

(iii) any representation or warranty made by such Party herein (A) is false or misleading in any material respect when made, or (B) with respect to Sections 2.7(c) or 3.2(a) becomes false or misleading in any material respect during the Delivery Term; provided that, if a change in Law occurs after the Execution Date that causes the representation and warranty made by Seller in Sections 2.7(c) or 3.2(a) to be materially false or misleading, such breach of the representation or warranty in Section 2.7(c) or 3.2(a) shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in Law during the Delivery Term in order to make the representation and warranty no longer false or misleading;

(iv) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default), if such failure is not remedied within thirty (30) days after Notice;

(v) such Party becomes Bankrupt; or

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party.

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time during the Term, Seller Delivers or attempts to Deliver Product (A) to Buyer for sale under this Agreement that was not created, generated or produced by the Project as an ERR, or (B) to a third party;

(ii) failure by Seller to satisfy the creditworthiness/collateral requirements agreed to pursuant to Sections 4.2 through 4.4 of this Agreement; [or]

[(iii) failure by Seller to meet the Guaranteed Commercial Operation Date;] [or] ***[Existing Facilities: Delete bracketed text]***

[(iv)] failure by Seller to achieve the Guaranteed Production requirement as set forth in Section 2.3(c) of this Agreement as follows:

(A) after the one (1) year GP Cure period Seller has failed to cure the GP Failure and has failed to pay GP Damages in the time period set forth in Section 2.3(c); or

(B) if, after any Performance Measurement Period the cumulative GP Shortfall for all Performance Measurement Periods occurring during the Delivery Term equals or exceeds the Contract Quantity.

5.2 Declaration of Early Termination Date. If an Event of Default with respect to a Defaulting Party shall have occurred and is continuing, the other Party ("Non-Defaulting Party") shall have the right (a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement ("Early Termination Date"), (b) terminate the Transaction and end the Delivery Term effective as of the Early Termination Date, (c) [in the event of an Event of Default pursuant to Section 5.1(b)(iii) draw upon and retain the Project Development Security, or] in the event of any other Event of Default collect liquidated damages which shall be calculated in accordance with Section 5.3 below, [either] defined as a "Termination Payment", ***[Existing Facilities: Delete bracketed text]*** (d) withhold any payments due to the Defaulting Party under this Agreement; (e) suspend performance, and (f) in the case of Buyer, exercise its rights pursuant to Sections 4.2 and 4.3 to draw upon and retain Performance Assurance. The Termination Payment will be the aggregate of all Settlement Amounts netted into a single amount, where the "Settlement Amount" is equal to the Losses or Gains, and Costs, which the Non-Defaulting Party incurs as a result of the termination of this Agreement. If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the Termination Payment shall be zero. Disputes regarding the Termination Payment shall be determined in accordance with Article 9.

5.3 Calculation of Termination Payment. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. The Non-Defaulting Party shall use the market price for a comparable transaction to determine the Gains or Losses and such price should be determined by using the average closing market price for Renewable Energy Credits (as published in an index for a liquid traded market for Renewable Energy Credits which includes California) for the thirty (30) days preceding the date of the Notice declaring an Event of Default triggering the Early Termination Date; provided that if a liquid traded market for Renewable Energy Credits does not

exist at the time of the calculation of a Settlement Amount, then the price of Renewable Energy Credits should be determined by using the average of market quotations provided by three (3) or more bona fide unaffiliated market participants. Where a quote is in the form of bid and ask prices, the price that is to be used in the averaging is the midpoint between the bid and ask price. The quotes obtained shall be: (a) for a like amount, (b) of the same Product, and (c) for the remaining Delivery Term, or in any other commercially reasonable manner. The Gains and Losses shall be calculated as the difference, plus or minus, between the economic value of the remaining Delivery Term of the Terminated Transaction and the equivalent quantities and relevant market price for the same term, as provided in this Section 5.3, or which are reasonably expected to be available in the market for a replacement contract for the Transaction. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages. The Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount.

5.4 Notice of Payment of Termination Payment. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to the Non-Defaulting Party, if applicable, within ten (10) Business Days after such Notice is effective.

5.5 Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute.

5.6 Rights And Remedies Are Cumulative. Except as provided in Section[s 2.10(c) and] 5.7, the rights and remedies of a Party pursuant to this Article 5 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

5.7 Limitation of Remedies, Liability and Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN. UNLESS

EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 3.4 (INDEMNITY), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

## ARTICLE 6: CONDITIONS PRECEDENT

6.1 Conditions Precedent. Subject to Section 2.2 hereof, the Term shall not commence until the occurrence of all of the following:

(a) This Agreement has been duly executed by the authorized representatives of each of Buyer and Seller;

(b) CPUC Approval has been obtained;

(c) CPUC REC Decision has been issued; and

(d) Buyer receives a final and non-appealable order of the CPUC that finds that Buyer's entry into this Agreement is reasonable and that payments to be made by Buyer hereunder are recoverable in rates. Such occurrences in Sections 6.1(a) through (d) shall be referred to collectively as "Condition(s) Precedent".

6.2 Failure to Meet All Conditions Precedent. If the Conditions Precedent set forth in Sections 6.1(b) through (d) are not satisfied or waived in writing by Buyer on or before two hundred forty (240) days from the date on which Buyer files this Agreement for CPUC Approval, then either Party may terminate this Agreement effective upon receipt of Notice by the other Party. Neither Party shall have any obligation or liability to the other, including for a Termination Payment or otherwise, by reason of such termination.

## ARTICLE 7: GOVERNING LAW

This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement. ***[Provision "may not be modified" per CPUC D. 10-03-021 as modified by CPUC Decision 11-01-025].***

## ARTICLE 8: MISCELLANEOUS

8.1 Assignment.

(a) General Assignment. Except as provided in Sections 8.1(b) and (c), neither Party shall assign this Agreement or its rights hereunder without the prior written consent

of the other Party, which consent shall not be unreasonably withheld so long as among other things (i) the assignee assumes the transferring Party's payment and performance obligations under this Agreement, (ii) the assignee agrees in writing to be bound by the terms and conditions hereof, (iii) the transferring Party delivers evidence satisfactory to the non-transferring Party of the proposed assignee's technical and financial capability to fulfill the assigning Party's obligations hereunder and (iv) the transferring Party delivers such tax and enforceability assurance as the other Party may reasonably request. Notwithstanding the foregoing and except as provided in Section 8.1(b), consent shall not be required for an assignment of this Agreement where the assigning Party remains subject to liability or obligation under this Agreement, provided that (i) the assignee assumes the assigning Party's payment and performance obligations under this Agreement, (ii) the assignee agrees in writing to be bound by the terms and conditions hereof, and (iii) the assigning Party provides the other Party hereto with at least thirty (30) days' prior written notice of the assignment.

(b) Assignment to Financing Providers. Seller shall be permitted to assign this Agreement as collateral for any financing or refinancing of the Project with the prior written consent of the Buyer, which consent shall not be unreasonably withheld. If Buyer gives its consent, then such consent shall be in a form substantially similar to the Form of Consent to Assignment attached hereto as Appendix VIII provided that (i) Buyer shall not be required to consent to any additional terms or conditions beyond those contained in Appendix VII, including but not limited to extension of any cure periods or additional remedies for financing providers, and (ii) Seller shall be responsible at Buyer's request for Buyer's reasonable costs associated with the review, negotiation, execution and delivery of documents in connection with such assignment, including without limitation attorneys' fees.

(c) Assignment in Connection with a Change in Control. Any direct or indirect change of control of Seller (whether voluntary or by operation of Law) shall be deemed an assignment and shall require the prior written consent of Buyer, which consent shall not be unreasonably withheld.

(d) Unauthorized Assignment. Any assignment or purported assignment in violation of this Section 8.1 is void.

8.2 Notices. Whenever this Agreement requires or permits delivery of a "Notice" (or requires a Party to "notify"), the Party with such right or obligation shall provide a written communication in the manner specified herein. A Notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the Business Day on which such Notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next Business Day) and a Notice of overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party. Either Party may periodically change any address, phone number, e-mail, or contact to which Notice is to be given it by providing Notice of such change to the other Party.

8.3 General.

(a) This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Except to the extent provided for, no amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee

bound to this Agreement). Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. The headings used herein are for convenience and reference purposes only. Facsimile or PDF transmission will be the same as delivery of an original document; provided that at the request of either Party, the other Party will confirm facsimile or PDF signatures by signing and delivering an original document; provided, however, that the execution and delivery of this Agreement and its counterparts shall be subject to Section 8.3(c). This Agreement shall be binding on each Party's successors and permitted assigns.

(b) Severability. If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

(c) Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by fax will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Agreement by facsimile will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

8.4 Confidentiality. Neither Party shall disclose the non-public terms or conditions of this Agreement or any Transaction hereunder to a third party, other than (a) the Party's Affiliates, the Party's or its Affiliates' respective employees, lenders, investors, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential, (b) for disclosure to Buyer's Procurement Review Group, as defined in CPUC Decision D. 02-08-071, subject to a confidentiality agreement, (c) to the CPUC under seal for purposes of review, (d) disclosure of terms specified in and pursuant to Section 8.5; (e) in order to comply with any applicable Law, or any exchange, control area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing Party ("Disclosing Party"), other than to those entities set forth in subsection (f); or (f) in order to comply with any applicable regulation, rule, or order of the CPUC, CEC, or the FERC. In connection with requests made pursuant to clause (e) of this Section 8.4 ("Disclosure Order") each Party shall, to the extent practicable, use reasonable efforts: (i) to notify the other Party prior to disclosing the confidential information and (ii) prevent or limit such disclosure. After using such reasonable efforts, the Disclosing Party shall not be: (x) prohibited from complying with a Disclosure Order or (y) liable to the other Party for monetary or other damages incurred in connection with the disclosure of the confidential information. Except as provided in the preceding sentence, the Parties shall be entitled to all remedies available at Law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

8.5 RPS Confidentiality. Notwithstanding Section 8.4 of this Agreement, at any time on or after the date on which the Buyer makes its advice filing letter seeking CPUC Approval of this Agreement, either Party shall be permitted to disclose the following terms with respect to such Transaction: Party names, resource type, Delivery Term, Project location, anticipated Initial Delivery Date, and anticipated quantity of Product.

## ARTICLE 9: DISPUTE RESOLUTION

9.1 Intent of the Parties. Except as provided in the next sentence, the sole procedure to resolve any claim arising out of or relating to this Agreement is the dispute resolution procedure set forth in this Article 9. The lone exception to the foregoing is that either Party may seek an injunction in Superior Court in San Francisco, California if such action is necessary to prevent irreparable harm, in which case both Parties nonetheless will continue to pursue resolution of all other aspects of the dispute by means of this procedure..

9.2 Management Negotiations.

(a) The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations between each Party's Authorized Representative, or such other person designated in writing as a representative of the Party (each a "Manager"). Either Manager may request a meeting to, be held in person or telephonically, to initiate negotiations to be held within ten (10) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) Business Days of their first meeting ("Initial Negotiation End Date"), the Managers shall refer the matter to the designated senior officers of their respective companies ("Executive(s)"), who shall have authority to settle the dispute. Within five (5) Business Days of the Initial Negotiation End Date ("Referral Date"), each Party shall provide one another written Notice confirming the referral and identifying the name and title of the Executive who will represent the Party.

(b) Within five (5) Business Days of the Referral Date, the Executives shall establish a mutually acceptable location and date to meet, which date shall not be greater than thirty (30) days from the Referral Date. After the initial meeting date, the Executives shall meet, as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

(c) All communication and writing exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process between the Parties.

(d) If the matter is not resolved within forty-five (45) days of the Referral Date, or if the Party receiving the written request to meet, pursuant to Section 9.2 (a) above, refuses or does not meet within the ten (10) Business Day period specified in Section 9.2(a) above, either Party may initiate mediation of the controversy or claim according to the terms of the following Section 9.3.

9.3 Mediation. If the dispute cannot be resolved by negotiation as set forth in Section 9.2 above, then either Party may initiate mediation, the first-step of a two-step dispute resolution process, which JAMS shall administer. As the first step, the Parties agree to mediate any controversy before a commercial mediator from the JAMS panel, pursuant to JAMS's then-applicable commercial mediation rules, in San Francisco, California. Either Party may initiate such a mediation by serving a written demand for mediation. The mediator shall not have the authority to require, and neither Party may be compelled to engage in, any form of discovery prior to or in connection with the mediation. If within sixty (60) days after service of a written demand for mediation, or as extended by mutual agreement of the Parties, the mediation does not result in resolution of the dispute, then the Parties shall resolve such controversy through Arbitration by one retired judge or justice from the JAMS panel, which Arbitration shall take

place in San Francisco, California, and which the arbitrator shall administer by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). 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 period commencing from the date of the written demand for mediation until the appointment of a mediator shall be included within the sixty (60) day mediation period. Any mediator(s) and arbitrator(s) 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 within sixty (60) days of service of the written demand for mediation.

9.4 Arbitration. At the request of a Party, the arbitrator shall have the discretion to order depositions of witnesses to the extent the arbitrator deems such discovery relevant and appropriate. Depositions shall be limited to a maximum of three (3) per Party and shall be held within thirty (30) days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. Each deposition shall be limited to a maximum of six (6) hours duration unless otherwise permitted by the arbitrator for good cause shown. All objections are reserved for the Arbitration hearing except for objections based on privilege and proprietary and confidential information. The arbitrator shall also have discretion to order the Parties to exchange relevant documents. The arbitrator shall also have discretion to order the Parties to answer interrogatories, upon good cause shown..

(a) Each of the Parties shall submit to the arbitrator, in accordance with a schedule set by the arbitrator, offers in the form of the award it considers the arbitrator should make. If the arbitrator requires the Parties to submit more than one such offer, the arbitrator shall designate a deadline by which time the Parties shall submit their last and best offer. In such proceedings the arbitrator shall be limited to awarding only one of the two "last and best" offers submitted, and shall not determine an alternative or compromise remedy.

(b) The arbitrator shall have no authority to award punitive or exemplary damages or any other damages other than direct and actual damages and the other remedies contemplated by this Agreement.

(c) The arbitrator's award shall be made within nine (9) months of the filing of the notice of intention to arbitrate (demand) and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties or by the arbitrator, if necessary. The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator. The Parties are aware of the decision in Advanced Micro Devices, Inc. v. Intel Corp., 9 Cal. 4th 362 (1994) and, except as modified by this Agreement, intend to limit the power of the arbitrator to that of a Superior Court judge enforcing California Law. The prevailing Party in this dispute resolution process is entitled to recover its costs and reasonable attorneys' fees.

(d) The arbitrator shall have the authority to grant dispositive motions prior to the commencement of or following the completion of discovery if the arbitrator concludes that there is no material issue of fact pending before him or her.

(e) Except as may be required by Law, neither a Party nor an arbitrator may disclose the existence, content, or results of any Arbitration hereunder without the prior written consent of both Parties.

**Agreement Execution**

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

| [**SELLER, a (*include place of formation and business type*)**] | **PACIFIC GAS AND ELECTRIC COMPANY, a California corporation** |
|---|---|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

**APPENDIX I**

**FORM OF COMMERCIAL OPERATION CERTIFICATE**
***[Existing Facilities: Delete Appendix I]***

Date: [_____]

The undersigned, [*name*], the [*include job title*] of [*Seller*], [*include place of formation and business type*], hereby delivers this certification and notice of Commercial Operation pursuant to the terms of the Renewable Energy Credit Purchase and Sale Agreement, between Pacific Gas and Electric Company, a California corporation ("PG&E"), and [*Seller*], dated as of [___] (the "Agreement"). Capitalized terms used herein that are not otherwise defined herein shall have their respective meanings as set forth in the Agreement.

The undersigned hereby certifies, on and as of the date hereof, that the Project has achieved Commercial Operation, is operating and able to produce and Deliver the Product to Buyer as contemplated in the Agreement.

In WITNESS WHEREOF, [*Seller*] has caused this Agreement to be duly executed by its authorized representative as of the date provided below:

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

_____
Name:
Title:

## APPENDIX II

## GP DAMAGES CALCULATION

In accordance with the provisions in Section 2.3(c), “GP Damages” means the liquidated damages payment due by Seller to Buyer, calculated as follows:

[(A – B) X (C – D)]

Where:

A = the Guaranteed Production for the Performance Measurement Period, in MWh

B = Sum of Product Delivered over the Performance Measurement Period, in MWh

C= Replacement Price for the Performance Measurement Period of $50 per REC

D = the Contract Price specified in Section 2.4 for the Performance Measurement Period, in $ per REC

The Parties agree that in the above calculation of GP Damages, the result of "(C-D)" shall not be less than $20 per REC.

**APPENDIX III**

# FORM OF LETTER OF CREDIT

***Issuing Bank Letterhead and Address***

STANDBY LETTER OF CREDIT NO. XXXXXXXX

**Date:** [insert issue date]

**Beneficiary:** Pacific Gas and Electric Company

77 Beale Street, Mail Code B28L
San Francisco, CA 94105
Attention: Credit Risk Management

**Applicant:** [Insert name and address of Applicant]

**Letter of Credit Amount:** [insert amount]

**Expiry Date:** [insert expiry date]

Ladies and Gentlemen:

By order of **[insert name of Applicant]** ("Applicant"), we hereby issue in favor of Pacific Gas and Electric Company (the "Beneficiary") our irrevocable standby letter of credit No. **[insert number of letter of credit]** ("Letter of Credit"), for the account of Applicant, for drawings up to but not to exceed the aggregate sum of U.S. $ **[insert amount in figures followed by (amount in words)]** ("Letter of Credit Amount"). This Letter of Credit is available with **[insert name of issuing bank, and the city and state in which it is located]** by sight payment, at our offices located at the address stated below, effective immediately, and it will expire at our close of business on **[insert expiry date]** (the "Expiry Date").

Funds under this Letter of Credit are available to the Beneficiary against presentation of the following documents:

1. Beneficiary's signed and dated sight draft in the form of Exhibit A hereto, referencing this Letter of Credit No. **[insert number]** and stating the amount of the demand; and

2. One of the following statements signed by an authorized representative or officer of Beneficiary:

   A. "Pursuant to the terms of that certain **[insert name of the agreement]** (the "Agreement"), dated **[insert date of the Agreement]**, between Beneficiary and

**[insert name of Seller under the Agreement],** Beneficiary is entitled to draw under Letter of Credit No. **[insert number]** amounts owed by **[insert name of Seller under the Agreement]** under the Agreement; or

B. "Letter of Credit No. **[insert number]** will expire in thirty (30) days or less and **[insert name of Seller under the Agreement]** has not provided replacement security acceptable to Beneficiary.

Special Conditions:

1. Partial and multiple drawings under this Letter of Credit are allowed;
2. All banking charges associated with this Letter of Credit are for the account of the Applicant;
3. This Letter of Credit is not transferable;
4. A drawing for an amount greater than the Letter of Credit Amount is allowed, however, payment shall not exceed the Letter of Credit Amount; and
5. The Expiry Date of this Letter of Credit shall be automatically extended (without an amendment hereto) for a period of one (1) year from the Expiry Date or any future Expiry Date, unless **[insert name of Seller under the Agreement]** has provided replacement security acceptable to Beneficiary, or Beneficiary has returned this Letter of Credit to **[insert name of Seller under the Agreement]** prior to the Expiry Date.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation, on or before the Expiry Date (or after the Expiry Date as provided below), at our offices at **[insert issuing bank's address for drawings]**.

All demands for payment shall be made by presentation of originals or copies of documents; or by facsimile transmission of documents to **[insert fax number]**, Attention: **[insert name of issuing bank's receiving department]**, with originals or copies of documents to follow by overnight mail. If presentation is made by facsimile transmission, you may contact us at **[insert phone number]** to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a presentation.

Our payments against complying presentations under this Letter of Credit will be made no later than on the sixth (6th) banking day following a complying presentation.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification. It is our individual obligation, which is not contingent upon reimbursement and is not affected by any agreement, document, or instrument between us and the Applicant or between the Beneficiary and the Applicant or any other party.

Except as otherwise specifically stated herein, this Letter of Credit is subject to and governed by the *Uniform Customs and Practice for Documentary Credits, 2007 Revision,* International Chamber of Commerce (ICC) Publication No. 600 (the "UCP 600");

provided that, if this Letter of Credit expires during an interruption of our business as described in Article 36 of the UCP 600, we will honor drafts presented in compliance with this Letter of Credit within thirty (30) days after the resumption of our business and effect payment accordingly.

The law of the State of New York shall apply to any matters not covered by the UCP 600.

For telephone assistance regarding this Letter of Credit, please contact us at **[insert number and any other necessary details]**.

Very truly yours,

**[insert name of issuing bank]**

By: _____
Authorized Signature

Name: **[print or type name]**

Title: _____

**Exhibit A SIGHT DRAFT**

TO
[INSERT NAME AND ADDRESS OF PAYING BANK]

AMOUNT: $_____ DATE: _____

AT SIGHT OF THIS DEMAND PAY TO THE ORDER OF PACIFIC GAS AND ELECTRIC COMPANY THE AMOUNT OF U.S.$_____(_____ U.S. DOLLARS)

DRAWN UNDER [INSERT NAME OF ISSUING BANK] LETTER OF CREDIT NO. XXXXXX.

REMIT FUNDS AS FOLLOWS:

[INSERT PAYMENT INSTRUCTIONS]

DRAWER

BY: _____
NAME AND TITLE

**APPENDIX IV**

**FORM OF MONTHLY CONSTRUCTION PROGRESS REPORT**

***[Existing Facilities: Delete Appendix III]***

Monthly Progress Report

For:

**[Project Name]**

By:

**[Counterparty name]** *("Seller")*

On:

**[Report Date]**

For month of:

**[Report Month]**

Provided to:

**Pacific Gas and Electric Company** ("Buyer")

## GENERAL PROJECT SPECIFICATIONS

**Site Address, City, State:**

**Project Technology** *(biomass, biogas, geothermal, hydro, solar PV, solar thermal, wind)*:

**Megawatt capacity**:

**Site size** *(acres, square miles, square feet)*:

## 1. INSTRUCTIONS

1.1. **Please complete the form and forward it to your PG&E Contract Manager according to the schedule specified in the Agreement.**

1.2. **You may add new information to the prior month's report without editing the prior month's information to reflect current status. For ease of review, please add a date in parenthesis in front of each new entry.**

i.e.: (11/4/09) Grading has started for the roads and turbine sites.

(10/4/09) Construction of maintenance buildings has been completed.

1.3. **See the Requirements for this report in Section 18.**

## 2. EXECUTIVE SUMMARY

*Please provide a general Project overview statement.*

## 3. MAJOR ACTIVITIES PERFORMED AND/OR COMPLETED - INCEPTION TO DATE

*Please provide a cumulative summary of the major activities completed for each of the following aspects of the Project (provide details in subsequent sections of this report).*

3.1. Milestones

3.2. Financing

3.3. Permitting and Governmental Approvals

3.4. Site Control

3.5. Design and Engineering

3.6. Major Equipment Procurement

3.7. Construction

3.8. Interconnection

3.9. Startup Testing and Commissioning

## 4. MAJOR ACTIVITIES PLANNED FOR NEXT MONTH

*Please provide a summary of the major activities to be performed during the current month for each of the following aspects of the Project (provide details in subsequent sections of this report).*

4.1. Milestones

4.2. Financing

4.3. Permitting and Governmental Approvals

4.4. Site Control

4.5. Design and Engineering

4.6. Major Equipment procurement

4.7. Construction

4.8. Interconnection

4.9. Startup Testing and Commissioning

## 5. MILESTONES

5.1. Milestone schedule

*Please list all Milestones specified in the Agreement and state the current status of each.*

| **Milestone** | **Milestone Date Specified in the Agreement** | **Status** (e.g., on schedule, delayed due to [*specify reason*]; current expected completion date) |
|---|---|---|
| | | |
| | | |

## 6. MILESTONE REMEDIAL ACTION PLAN (IF APPLICABLE)

*If Seller has failed and/or expects to fail to achieve any Milestone, please explain in detail each of the following aspects of Seller's Remedial Action Plan.*

6.1. Missed Milestone

6.2. Plans to achieve missed Milestone

6.3. Plans to achieve subsequent Milestones

6.4. Delays in engineering schedule and plans to remedy delays

6.5. Delays in major equipment procurement and plans to remedy delays

6.6. Delays in construction and interconnection schedule and plans to remedy

## 7. FINANCING

*Please provide the schedule Seller intends to follow to obtain financing for the Project. Include information about each stage of financing. If Seller intends to pursue federal or state loans or grants, include information about each stage of the application process.*

| **Activity**<br><br>*(e.g., obtain $xx for yy stage from zz)* | **Completion Date** |
|---|---|
| | __/__/_____ (expected / actual) |
| | __/__/_____ (expected / actual) |

## 8. PROJECT SCHEDULE

*Please provide a copy of the current version of the overall Project development schedule (e.g., Work Breakdown Structure, Gantt chart, MS Project report, etc.). Include all major activities for Governmental Approvals, design and engineering, procurement, construction, interconnection and testing.*

## 9. PERMITTING AND GOVERNMENTAL APPROVALS

9.1. Environmental Impact Review

*Please provide information about the primary environmental impact review for the Project. Indicate whether dates are expected or actual.*

| | |
|---|---|
| **Agency** [*e.g., the lead agency as required under the California Environmental Quality Act (CEQA)*] | |
| **Date of application/submission** | __/__/_____ (expected / actual) |

| | |
|---|---|
| **Date application/submission deemed complete by agency** | __/__/_____ (expected / actual) |
| **Date of initial study** *(if applicable)* | __/__/_____ (expected / actual) |
| **Process** *(e.g., Notice of Exemption, Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report)* | |
| **Date of Notice of Preparation** | __/__/_____ (expected / actual) |
| **Date of Draft Negative Declaration – Mitigated Negative Declaration - Environmental Impact Report** | __/__/_____ (expected / actual) |
| **Date Notice of Determination filed at CA Office of Planning and Research or County Clerk** | __/__/_____ (expected / actual) |

9.2. Federal, State, Regional, County or Local Governmental Approvals

*Please describe each of the major Governmental Approvals to be obtained by Seller and the status of each.*

| **Agency / Approval**<br>*e.g.,*<br>*California Energy Commission (CEC) / Application for Certification (AFC)*<br><br>*[name] County / Conditional Use Permit (CUP)* | **Status Summary**<br>*e.g., dates of application / hearing / notice / etc. (note whether dates are anticipated or actual); major activities (indicate whether planned, in progress and/or completed); primary reasons for possible delay, etc.* |
|---|---|
| | |
| | |
| | |
| | |
| | |

9.3. Governmental Approval activities recently performed

*Please list all Governmental Approval activities that occurred since the previous report.*

9.4. Governmental Approval activities expected during the current month

*Please list all Governmental Approval activities that are expected to occur during the current month.*

9.5. Governmental Approval Notices received from EPC Contractor

*Please attach to this Monthly Progress Report copies of any notices related to Governmental Approval activities received since the previous report, whether from EPC Contractor or directly from Governmental Agencies.*

## 10. SITE CONTROL

10.1. Site control schedule

*If not obtained prior to the execution of the Agreement, please provide the schedule Seller intends to follow to obtain control of the Project Site (e.g., purchase, lease).*

| Activity | Completion Date |
|---|---|
| | __/__/_____ (expected / actual) |
| | __/__/_____ (expected / actual) |

10.2. Site Control activities recently performed

*Please explain in detail the property acquisition activities that were performed since the previous report.*

10.3. Site Control activities expected during the current month.

*Please explain in detail the Site control activities that are expected to be performed during the current month.*

## 11. DESIGN and ENGINEERING

11.1. Design and engineering schedule

*Please provide the name of the EPC Contractor, the date of execution of the EPC Contract, and the date of issuance of a full notice to proceed (or equivalent).*

*Please list all major design and engineering activities, both planned and completed, to be performed by Seller and the EPC Contractor.*

| Name of EPC Contractor / Subcontractor | Activity | Completion Date |
|---|---|---|
| | | __/__/_____ (expected / actual) |
| | | __/__/_____ (expected / actual) |

11.2. Design and engineering activities recently performed

*Please explain in detail the design and engineering activities that were performed since the previous report.*

11.3. Design and engineering activities expected during the current month

*Please explain in detail the design and engineering activities that are expected to be performed during the current month.*

## 12. MAJOR EQUIPMENT PROCUREMENT

### 12.1. Major equipment to be procured

*Please list all major equipment to be procured by Seller or the EPC Contractor.*

| **Equipment Description** | **Manufacturer** | **Delivery Date** (indicate whether expected or actual) | **Installation Date** (indicate whether expected or actual) |
|---|---|---|---|
| | | __/__/____ (expected / actual) | __/__/____ (expected / actual) |
| | | __/__/____ (expected / actual) | __/__/____ (expected / actual) |

| **Equipment Description** | **No. Ordered** | **No. Made** | **No. On-Site** | **No. Installed** | **No. Tested** |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

### 12.2. Major Equipment procurement activities recently performed

*Please explain in detail the major equipment procurement activities that were performed since the previous report.*

### 12.3. Major Equipment procurement activities expected during the current month

*Please explain in detail the major equipment procurement activities that are expected to be performed during the current month.*

## 13. CONSTRUCTION

### 13.1. Construction activities

*Please list all major construction activities, both planned and completed, to be performed by Seller or the EPC contractor.*

| Activity | EPC Contractor / Subcontractor | Completion Date |
|---|---|---|
| | | __/__/_____ (expected / actual) |
| | | __/__/_____ (expected / actual) |

### 13.2. Construction activities recently performed

*Please explain in detail the construction activities that were performed since the previous report.*

### 13.3. Construction activities expected during the current month

*Please explain in detail the construction activities are expected to be performed during the current month.*

### 13.4. EPC Contractor Monthly Progress Report.

*Please attach a copy of the Monthly Progress Reports received since the previous report from the EPC Contractor pursuant to the construction contract between Seller and EPC Contractor, certified by the EPC Contractor as being true and correct as of the date issued.*

## 14. INTERCONNECTION AND TRANSMISSION

### 14.1. Interconnection activities

*Please list all major interconnection activities, both planned and completed, to be performed by Seller or the EPC Contractor.*

| Activity | Name of EPC Contractor / Subcontractor | Completion Date |
|---|---|---|
| | | __/__/_____ (expected / actual) |
| | | __/__/_____ (expected / actual) |

### 14.2. Interconnection activities recently performed

*Please explain in detail the interconnection activities that were performed since the previous report.*

### 14.3. Interconnection activities expected during the current month

*Please explain in detail the interconnection activities that are expected to be performed during the current month.*

## 15. STARTUP TESTING AND COMMISSIONING

### 15.1. Startup testing and commissioning activities

*Please list all major startup testing and commissioning activities, both planned and completed, to be performed by Seller or the EPC Contractor.*

| Activity | Name of EPC Contractor / Subcontractor | Completion Date |
|---|---|---|
| | | __/__/_____ (expected / actual) |
| | | __/__/_____ (expected / actual) |

### 15.2. Startup testing and commissioning activities recently performed

*Please explain in detail the startup testing and commissioning activities that were performed since the previous report.*

### 15.3. Startup testing and commissioning activities expected during the current month

*Please explain in detail the startup testing and commissioning activities that are expected to be performed during the current month.*

## 16. SAFETY AND HEALTH REPORT

### 16.1. Accidents

*Please describe all Project-related accidents reported since the previous report.*

### 16.2. Work stoppages

*Please describe all Project-related work stoppages that occurred since the previous report.*

*Please describe the effect of work stoppages on the Project schedule.*

## 17. CERTIFICATION

I, _____, on behalf of and as an authorized representative of [_____], do hereby certify that any and all information contained in this Monthly Progress Report is true and accurate, and reflects, to the best of my knowledge, the current status of the construction of the Units as of the date specified below.

By:_____

Name:_____

Title:_____

Date:_____

## 18. REQUIREMENTS

Any capitalized terms used in this report which are not defined herein shall have the meaning ascribed to them in the Power Purchase Agreement by and between , ("Seller") and Pacific Gas and Electric Company dated _____, (the "Agreement").

In addition to the Remedial Action Plan requirement set forth in Section 3.9(c) of the Agreement, Seller shall review the status of each Milestone of the construction schedule for the Units and related Project and identify such matters referenced in clauses (i)-(v) below as known to Seller and which in Seller's reasonable judgment are expected to adversely affect the schedule, and with respect to any such matters, shall state the actions which Seller intends to take to ensure that the Milestones will be attained by their required dates. Such matters may include, but shall not be limited to:

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

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

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

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

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

Seller shall complete, certify, and deliver this form of Monthly Progress Report to Buyer, together with all attachments and exhibits.

For the purpose of this report, "EPC Contractor" means the contractor responsible for engineering, procurement and construction of the Project, including Seller if acting as contractor, and including all subcontractors.

**APPENDIX V**

**NOTICES LIST**

Name: [***Seller's Name***], a [***include place of formation and business type***] ("Seller")

All Notices: ***[Seller to complete]***

Delivery Address:
Street:
City: State: Zip:

Mail Address: (if different from above)

Attn:

Phone:
Facsimile:

DUNS:
Federal Tax ID Number:

**Invoices:**
Attn:

Phone:
Facsimile:

**Scheduling:**
Attn:
Phone:
Facsimile:

**Payments:**
Attn:

Phone:
Facsimile:

**Wire Transfer:**
BNK:
ABA:
ACCT:

Name: Pacific Gas and Electric Company, a California corporation
("Buyer" or "PG&E")
All Notices:

Delivery Address:
77 Beale Street, Mail Code N12E
San Francisco, CA 94105-1702

Mail Address:
P.O. Box 770000, Mail Code N12E
San Francisco, CA 94177
Attn: Candice Chan (CWW9@pge.com)
Director, Contract Mgmt & Settlements
Phone: (415) 973-7780
Facsimile: (415) 973-5507

DUNS:
Federal Tax ID Number:

**Invoices:**
Attn: Azmat Mukhtar (ASM3@pge.com)
Manager, Bilateral Settlements
Phone: (415) 973-4277
Facsimile: (415) 973-2151

**Scheduling:**
Attn: Mike McDermott (m0mc@pge.com)
Phone: (415) 973-4072
Facsimile: (415) 973-0400

**Payments:**
Attn: Azmat Mukhtar (ASM3@pge.com)
Manager, Bilateral Settlements
Phone: (415) 973-4277
Facsimile: (415) 973-2151

**Wire Transfer:**
BNK:
ABA:
ACCT:

**Credit and Collections:**
Attn:

Phone:
Facsimile:

With additional Notices of an Event of Default to Contract Manager:
Attn: _____

Phone: _____
Facsimile: _____

**Credit and Collections:**
Attn: Justice Awuku
Manager, Credit Risk Management
Phone: (415) 973-4414
Facsimile: (415) 973-7301

**Contract Manager:**

Attn: Chad Curran (CRCq@pge.com)
Manager, Contract Management
Phone: (415) 973-6105
Facsimile: (415) 972-5507

With additional Notices of an Event of Default to:

PG&E Law Department
Attn: Renewables Portfolio Standard attorney
Phone: (415) 973-4377
Facsimile: (415) 972-5952

## APPENDIX VI

## PROJECT DESCRIPTION INCLUDING DESCRIPTION OF SITE

Project name: _____

Project site name: _____

Project physical address: _____

Total number of units at the Project (even if not all output of Product is committed to Buyer) _____

Technology Type: _____

Parcel description for site upon which the Project is located: _____.

The nameplate capacity of the Project is _____.

[INSERT MAP WHICH SHOWS PROJECT LOCATION]

# APPENDIX VII

## MILESTONES SCHEDULE

***[Existing Facilities: Delete Appendix VII]***

| Identify Milestone | Date for Completion |
|---|---|
| | |

**[To be completed by Buyer and Seller]**

**APPENDIX VIII**

**FORM OF CONSENT TO ASSIGNMENT**

## CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT ("Consent and Agreement") is entered into as of **[_____ __, 2___]**, between PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), and **[_____]** , as collateral agent[2] (in such capacity, "Financing Provider"), for the benefit of various financial institutions (collectively, the "Secured Parties") providing financing to [_____] ("Seller"). PG&E, Seller, and the Financing Provider shall each individually be referred to a "Party" and collectively as the "Parties".

### Recitals

A. Pursuant to that certain REC Purchase and Sale Agreement dated as of _____, 2___ (as amended, modified, supplemented or restated from time to time, as including all related agreements, instruments and documents, collectively, the "Assigned Agreement") between PG&E and Seller, PG&E has agreed to purchase energy from Seller.

B. The Secured Parties have provided, or have agreed to provide, to Seller financing (including a financing lease) pursuant to one or more agreements (the "Financing Documents"), and require that Financing Provider be provided certain rights with respect to the "Assigned Agreement" and the "Assigned Agreement Accounts," each as defined below, in connection with such financing.

C. In consideration for the execution and delivery of the Assigned Agreement, PG&E has agreed to enter into this Consent and Agreement for the benefit of Seller.

### Agreement

1. Definitions. Any capitalized term used but not defined herein shall have the meaning specified for such term in the Assigned Agreement.

2. Consent. Subject to the terms and conditions below, PG&E consents to and approves the pledge and assignment by Seller to Financing Provider pursuant to the **[**Security Agreement**]** of (a) the Assigned Agreement, and (b) the accounts, revenues and proceeds of the Assigned Agreement (collectively, the "Assigned Agreement Accounts").

3. Limitations on Assignment. Financing Provider acknowledges and confirms that, notwithstanding any provision to the contrary under applicable law or in any Financing Document executed by Seller, Financing Provider shall not assume, sell or otherwise dispose of the Assigned Agreement (whether by foreclosure sale, conveyance in lieu of foreclosure or

---

[2] This form assumes that a collateral agent will hold the security on behalf of a syndicate of lenders and therefore, the consent would be signed by the collateral agent in such capacity for the benefit of the secured parties. If that is not the case, please modify.

otherwise) unless, on or before the date of any such assumption, sale or disposition, Financing Provider or any third party, as the case may be, assuming, purchasing or otherwise acquiring the Assigned Agreement (a) cures any and all defaults of Seller under the Assigned Agreement which are capable of being cured and which are not personal to the Seller, (b) executes and delivers to PG&E a written assumption of all of Seller's rights and obligations under the Assigned Agreement in form and substance reasonably satisfactory to PG&E, (c) otherwise satisfies and complies with all requirements of the Assigned Agreement, (d) provides such tax and enforceability assurance as PG&E may reasonably request, and (e) is a Permitted Transferee (as defined below). Financing Provider further acknowledges that the assignment of the Assigned Agreement and the Assigned Agreement Accounts is for security purposes only and that Financing Provider has no rights under the Assigned Agreement or the Assigned Agreement Accounts to enforce the provisions of the Assigned Agreement or the Assigned Agreement Accounts unless and until an event of default has occurred and is continuing under the Financing Documents between Seller and Financing Provider (a "Financing Default"), in which case Financing Provider shall be entitled to all of the rights and benefits and subject to all of the obligations which Seller then has or may have under the Assigned Agreement to the same extent and in the same manner as if Financing Provider were an original party to the Assigned Agreement.

"Permitted Transferee" means any person or entity who is reasonably acceptable to PG&E. Financing Provider may from time to time, following the occurrence of a Financing Default, notify PG&E in writing of the identity of a proposed transferee of the Assigned Agreement, which proposed transferee may include Financing Provider, in connection with the enforcement of Financing Provider's rights under the Financing Documents, and PG&E shall, within thirty (30) business days of its receipt of such written notice, confirm to Financing Provider whether or not such proposed transferee is a "Permitted Transferee" (together with a written statement of the reason(s) for any negative determination) it being understood that if PG&E shall fail to so respond within such thirty (30) business day period such proposed transferee shall be deemed to be a "Permitted Transferee".

4. Cure Rights.

(a) Notice to Financing Provider by PG&E. PG&E shall, concurrently with the delivery of any notice of an event of default under the Assigned Agreement (each, an "Event of Default") to Seller (a "Default Notice"), provide a copy of such Default Notice to Financing Provider pursuant to Section 9(a) of this Consent and Agreement. In addition, Seller shall provide a copy of the Default Notice to Financing Provider the next business day after receipt from PG&E, independent of any agreement of PG&E to deliver such Default Notice.

(b) Cure Period Available to Financing Provider Prior to Any Termination by PG&E. Upon the occurrence of an Event of Default, subject to (i) the expiration of the relevant cure periods provided to Seller under the Assigned Agreement, and (ii) Section 4(a) above, PG&E shall not terminate the Assigned Agreement unless it or Seller provides Financing Provider with notice of the Event of Default and affords Financing Provider an Additional Cure Period (as defined below) to cure such Event of Default. For purposes of this Agreement "Additional Cure Period" means (i) with respect to a monetary default, ten (10) days in addition to the cure period (if any) provided to Seller in the Assigned Agreement, and (ii) with respect to a non-monetary

default, thirty (30) days in addition to the cure period (if any) provided to Seller in the Assigned Agreement.

(c) Failure by PG&E to Deliver Default Notice. If neither PG&E nor Seller delivers a Default Notice to Financing Provider as provided in Section 4(a), the Financing Provider's applicable cure period shall begin on the date on which notice of an Event of Default is delivered to Financing Provider by either PG&E or Seller. Except for a delay in the commencement of the cure period for Financing Provider and a delay in PG&E's ability to terminate the Assigned Agreement (in each case only if both PG&E and Seller fail to deliver notice of an Event of Default to Financing Provider), failure of PG&E to deliver any Default Notice shall not waive PG&E's right to take any action under the Assigned Agreement and will not subject PG&E to any damages or liability for failure to provide such notice.

(d) Extension for Foreclosure Proceedings. If possession of the Project (as defined in the Assigned Agreement) is necessary for Financing Provider to cure an Event of Default and Financing Provider commences foreclosure proceedings against Seller within thirty (30) days of receiving notice of an Event of Default from PG&E or Seller, whichever is received first, Financing Provider shall be allowed a reasonable additional period to complete such foreclosure proceedings, such period not to exceed ninety (90) days; provided, however, that Financing Provider shall provide a written notice to PG&E that it intends to commence foreclosure proceedings with respect to Seller within ten (10) business days of receiving a notice of such Event of Default from PG&E or Seller, whichever is received first. In the event Financing Provider succeeds to Seller's interest in the Project as a result of foreclosure proceedings, the Financing Provider or a purchaser or grantee pursuant to such foreclosure shall be subject to the requirements of Section 3 of this Consent and Agreement.

5. Setoffs and Deductions. Each of Seller and Financing Provider agrees that PG&E shall have the right to set off or deduct from payments due to Seller each and every amount due PG&E from Seller whether or not arising out of or in connection with the Assigned Agreement. Financing Provider further agrees that it takes the assignment for security purposes of the Assigned Agreement and the Assigned Agreement Accounts subject to any defenses or causes of action PG&E may have against Seller.

6. No Representation or Warranty. Seller and Financing Provider each recognizes and acknowledges that PG&E makes no representation or warranty, express or implied, that Seller has any right, title, or interest in the Assigned Agreement or as to the priority of the assignment for security purposes of the Assigned Agreement or the Assigned Agreement Accounts. Financing Provider is responsible for satisfying itself as to the existence and extent of Seller's right, title, and interest in the Assigned Agreement, and Financing Provider releases PG&E from any liability resulting from the assignment for security purposes of the Assigned Agreement and the Assigned Agreement Accounts.

7. Amendment to Assigned Agreement. Financing Provider acknowledges and agrees that PG&E may agree with Seller to modify or amend the Assigned Agreement, and that PG&E is not obligated to notify Financing Provider of any such amendment or modification to the Assigned Agreement. Financing Provider hereby releases PG&E from all liability arising out of or in connection with the making of any amendment or modification to the Assigned Agreement.

8. Payments under Assigned Agreement. PG&E shall make all payments due to Seller under the Assigned Agreement from and after the date hereof to [_____], as depositary agent, to ABA No. [_____], Account No. [_____], and Seller hereby irrevocably consents to any and all such payments being made in such manner. Each of Seller, PG&E and Financing Provider agrees that each such payment by PG&E to such depositary agent of amounts due to Seller from PG&E under the Assigned Agreement shall satisfy PG&E's corresponding payment obligation under the Assigned Agreement.

9. Miscellaneous.

(a) Notices. All notices hereunder shall be in writing and shall be deemed received (i) at the close of business of the date of receipt, if delivered by hand or by facsimile or other electronic means, or (ii) when signed for by recipient, if sent registered or certified mail, postage prepaid, provided such notice was properly addressed to the appropriate address indicated on the signature page hereof or to such other address as a party may designate by prior written notice to the other parties, at the address set forth below:

If to Financing Provider:

Name: _____
Address: _____
_____
Attn: _____
Telephone: _____
Facsimile: _____
Email: _____

If to PG&E:

Name: _____
Address: _____
_____
Attn: _____
Telephone: _____
Facsimile: _____
Email: _____

(b) No Assignment. This Consent and Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of PG&E, and shall be binding on and inure to the benefit of the Financing Provider, the Secured Parties and their respective successors and permitted transferees and assigns under the **[**loan agreement**]** and **[**security agreement**]**.

(c) No Modification. This Consent and Agreement is neither a modification of nor an amendment to the Assigned Agreement.

(d) Choice of Law. The parties hereto agree that this Consent and Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

(e) No Waiver. No term, covenant or condition hereof shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused.

(f) Counterparts. This Consent and Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

(g) No Third Party Beneficiaries. There are no third party beneficiaries to this Consent and Agreement.

(h) Severability. The invalidity or unenforceability of any provision of this Consent and Agreement shall not affect the validity or enforceability of any other provision of this Consent and Agreement, which shall remain in full force and effect.

(i) Amendments. This Consent and Agreement may be modified, amended, or rescinded only by writing expressly referring to this Consent and Agreement and signed by all parties hereto.

IN WITNESS WHEREOF, each of PG&E and Financing Provider has duly executed this Consent and Agreement as of the date first written above.

PACIFIC GAS AND ELECTRIC COMPANY
(PG&E)

By: _____
Name: _____
Title: _____

[_____]
(Financing Provider), as collateral agent

By: _____
Name: _____
Title: _____

## ACKNOWLEDGEMENT

The undersigned hereby acknowledges the Consent and Agreement set forth above, makes the agreements set forth therein as applicable to Seller, including the obligation of Seller to provide a copy of any Default Notice it receives from PG&E to Financing Provider the next business day after receipt by Seller, and confirms that the Financing Provider identified above and the Secured Parties have provided or are providing financing to the undersigned.

[_____][name of Seller]

By: _____
Name: _____
Title: _____

**Standard contract terms and conditions that "may not be modified" per CPUC Decision 07-11-025, and CPUC Decision 10-03-021, as modified by CPUC Decision 11-01-025, are shown in shaded text.**

**CONFIRMATION AGREEMENT under the**

**RENEWABLE ENERGY CREDIT PURCHASE AND SALE AGREEMENT**

**Between**

**PACIFIC GAS AND ELECTRIC COMPANY**
(as "Buyer")

and

_____
(as "Seller")

# MASTER POWER PURCHASE AND SALE AGREEMENT

## CONFIRMATION AGREEMENT

This confirmation agreement ("Confirmation") confirms the transaction ("Transaction") between [_____] ("Seller" or "Party A") and Pacific Gas and Electric Company ("Buyer" or "Party B"), each individually a "Party" and together the "Parties", dated as of the latest date of signature below ("Execution Date"). This Transaction is governed by the EEI Master Power Purchase and Sale Agreement between the Parties, effective as of [_____] along with any amendments and annexes that exist as of the Execution Date of this Confirmation (collectively, the "EEI Master Agreement"). The EEI Master Agreement and this Confirmation shall be collectively referred to herein as "Agreement." Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the EEI Master Agreement; provided, that to the extent that this Confirmation is inconsistent with any provision of the EEI Master Agreement, this Confirmation shall govern the rights and obligations of the Parties hereunder with respect to this Transaction. For the avoidance of doubt, the Parties intend that, for all purposes, this Transaction will be treated separately from any other transactions between the Parties under the EEI Master Agreement between them with respect to events of default and termination rights as well as netting and set-off rights among transactions between the Parties. As an example, (i) an Event of Default under the Agreement with respect to any other transaction will not be deemed an Event of Default with respect to this Transaction and so will not give rise to any termination rights with respect to this Transaction, (ii) an Event of Default with respect to this Transaction will not be deemed an Event of Default with respect to any other transaction and so this Transaction may be terminated even though other transactions will not be terminated, and (iii) any Termination Payment that might be owed with respect to this Transaction will not be the result of netting or set-off with any Settlement Amount or set-off with any amounts owed by one Party to the other Party with respect to any other transactions or other agreements between the Parties.

1. Product. For purposes of this Confirmation the "Product" is WSPP Schedule C Firm Energy ("Energy") along with the total expected volume of Green Attributes produced in that Contract Year generated by the Project.

2. Contract Quantity. ***[Drafting Note: Sellers of Product on a Unit Contingent basis (i.e. 100% or a fixed % of the total output of a single ERR) use the first bracketed paragraph. Sellers providing a Pooled Resource (i.e. one or more ERRs which may be used to provide energy for the transaction in a fixed amount per month that may come from any resource(s) in the pool) must update the definition of Project accordingly and use the second bracketed paragraph. All Sellers use Special Provisions 2.1 through 2.4 as noted below.]***

[[_____] MWh per Contract Year ("Contract Quantity"), which is [all of] the metered generation from the Project; provided that Seller may deliver to Buyer all Product created, generated or produced by the Project in each calendar year up to a maximum of one hundred and twenty percent (120%) of the Contract Quantity ("Maximum Amount").]

[[_____] MWh per Contract Year ("Contract Quantity"), which is all of the metered generation from the Project and shall equal the amount stated in Special Provision 3.1 below.]

2.1 For each Contract Year in the Delivery Term, Seller shall be required to deliver to Buyer no less than the Minimum Amount. The "Minimum Amount" means an amount of Renewable Energy Credits delivered by Seller to Buyer as measured in MWhs equal to the product of (x) and (y), where (x) is [***Pooled Resources to delete***: eighty percent (80%) of] the amount of Renewable Energy Credits corresponding to the Contract Quantity, and (y) is the difference between (I) and (II), with the resulting

difference divided by (I), where (I) is the number of hours in the applicable Contract Year and (II) is the aggregate number of Seller Excuse Hours in the applicable Contract Year. Minimum Amount is described by the following formula:

[***Unit Contingent Sellers use:*** Minimum Amount = (80% * amount of Renewable Energy Credits corresponding to the Contract Quantity in MWh) * [(Hrs in Contract Year – Seller Excuse Hrs) / Hrs in Contract Year]

[***Pooled Resource Sellers use:*** Minimum Amount = (amount of Renewable Energy Credits corresponding to the Contract Quantity in MWh) * [(Hrs in Contract Year – Seller Excuse Hrs) / Hrs in Contract Year]

2.2 If Seller has a Minimum Failure, then within forty-five (45) days after the last day of the last month of a Contract Year, Buyer shall promptly notify Seller in writing of such failure and the amount of the damages, which Seller shall pay within sixty (60) days of receipt of the Notice. Such damages shall be calculated as the product of (x) and (y), where (x) is the Minimum Amount less the quantity of Renewable Energy Credits delivered to Buyer and (y) is Fifty U.S. Dollars ($50.00).

2.3 The Parties agree that the damages sustained by Buyer associated with Seller's failure to achieve the Minimum Amount would be difficult or impossible to determine, or that obtaining an adequate remedy would be unreasonably time consuming or expensive and therefore agree that Seller shall pay the damages in Special Provision 2.2 to Buyer as liquidated damages.

2.4 If Seller does not pay the damages in Special Provision 2.2 due to a Minimum Failure within the sixty (60) day time period, Buyer may, at its option, declare an Event of Default pursuant to Article 5 of the EEI Master Agreement. Following Seller's failure to pay the damages in Special Provision 2.2, if Buyer does not (a) notify Seller of the Minimum Failure or (b) after notifying Seller of the Minimum Failure, declare an Event of Default, then Buyer shall be deemed to have waived its right to declare an Event of Default based on Seller's failure with respect to the Contract Year which served as the basis for the notice of Minimum Failure, damages due to the Minimum Failure, or default; provided however, that Buyer shall be entitled to payment of the damages for the Minimum Failure as long as Buyer has provided notice to Seller of such failure pursuant to Special Provision 2.2.

2.5 Performance Excuses.

(a) Seller Excuses. Seller shall be excused from delivering the Product during Seller Excuse Hours.

(b) Buyer Excuses. The performance of Buyer to receive and/or pay for the Product shall be excused only (i) during periods of Force Majeure as defined in the EEI Master Agreement or Uncontrollable Force as provided in Section 10 of the WSPP Agreement, or (ii) by Seller's failure to perform.

2.6 Transaction. In no event shall Seller have the right to procure the Green Attributes from sources other than the Project for sale or delivery to Buyer under this Agreement. Buyer shall have no obligation to receive or purchase Green Attributes from Seller (a) produced, created or generated prior to the Effective Date or (b) in an amount greater than the [Maximum Amount] [Contract Quantity]. ***[Drafting Note: Pooled Resources to delete Maximum Amount]***

3. Delivery Rate. The amount of Energy delivered in a Contract Year to the Delivery Point shall match the total expected volume of Green Attributes produced in that same Contract Year as generated by

the Project. Seller shall deliver in each quarter the amount of Product in MWs ("A" or "Quarterly Quantity") as set forth in the below chart ("Delivery Rate") during each day of a Contract Year during the Delivery Term and shall ensure that the amount of Energy (as measured in MWh) delivered to the Delivery Point during a Contract Year matches the amount of Green Attributes generated by the Project during such Contract Year. ***[Drafting Note: Sellers to insert the number of MWs which will be delivered to Buyer in each quarter for On-Peak and Off-Peak. Such Quarterly Quantity shall be the same for all quarters, On-Peak and Off-Peak, except for Q2 Off-Peak. Deliveries will not be accepted for Q2 Off-Peak. If Seller is providing different amounts per Contract Year then Seller should replicate the chart below and note the Contract Year.]***

| **Delivery Rate for Contract Year[s] 201[__]** | | | | |
|---|---|---|---|---|
| | Q1 | Q2 | Q3 | Q4 |
| On-Peak | A | A | A | A |
| Off-Peak | A | Not applicable | A | A |

3.1 Quarterly Quantities.

**[*Pooled Resource Sellers use:*** The Contract Quantity shall equal (x) the sum of the Quarterly Quantities multiplied by (y) 8,760 hours minus 952 (which corresponds to the number of hours in a quarter of Off-Peak hours); as pro-rated in the first Contract Year based on the Initial Delivery Date to reflect the actual number of calendar days in the first Contract Year. During leap years, (y) shall equal 7,832 hours.**]**

**[*Unit Contingent Sellers use:*** The Quarterly Quantity may be expressed in increments of five (5) MW such that the sum of Quarterly Quantities in a Contract Year may exceed the Contract Quantity for that Contract Year; provided that the product of (x) and (y) shall not be less than the Contract Quantity and shall not exceed the Maximum Amount, where (x) equals the sum of the Quarterly Quantities and (y) equals 8,760 hours minus 952 (which corresponds to the number of hours in a quarter of Off-Peak hours); as pro-rated in the first Contract Year based on the Initial Delivery Date to reflect the actual number of calendar days in the first Contract Year. During leap years, (y) shall equal 7,832 hours.**]**

3.2 ***[Pooled Resource Sellers to delete Special Provision 3.2]*** Physical Year-End True-Ups. Seller may revise the Delivery Rate twice during each Contract Year of the Delivery Term to ensure that the amount of Energy delivered during a Contract Year matches the amount of Green Attributes produced by the Project during such Contract Year as follows:

(a) Upon Notice to Buyer on October 15 of a Contract Year, Seller may adjust the Delivery Rate for the months of November (November 1 – 30) and December (December 1-31) either up or down.

(i) If decreasing the Delivery Rate, Seller shall first reduce the Delivery Rate in the Off-Peak hours in 5 MW decrements for both November and December until the Delivery Rate reaches zero MW. If necessary, Seller shall then decrease the Delivery Rate in the On-Peak hours in 5 MW increments for both November and December until the Delivery Rate reaches zero MW.

(ii) If increasing the Delivery Rate, Seller shall first increase the Delivery Rate in the On-Peak hours in 5 MW increments for both November and December up to 50% of the Quarterly Quantity in Special Provision 3 ("Incremental On-Peak Quantity"). If a further increase in the Delivery Rate is required, Seller shall then increase the Delivery Rate in the Off-Peak hours in 5 MW increments for both November and December up to 50% of the Quarterly Quantity in Special Provision 3

("Incremental Off-Peak Quantity"). If further increases in the Delivery Rate are required, Seller shall repeat the procedure of first increasing the Delivery Rate in the On-Peak hours in 5 MW increments up to the Incremental On-Peak Quantity, followed by increasing the Delivery Rate in the Off-Peak hours in 5 MW increments up to the Incremental Off-Peak Quantity

(b) Upon Notice to Buyer on November 15, Seller may adjust the Delivery Rate for December 1 through and including December 31 either up or down. Such adjustment may be in addition to an adjustment pursuant to Special Provision 3.2(a).

(i) If decreasing the Delivery Rate, Seller shall first reduce the Delivery Rate in the Off-Peak hours in 5 MW decrements for December until the Deliver Rate reaches zero MW. If necessary, Seller shall then decrease the Delivery Rate in the On-Peak hours in 5 MW increments for December until the Delivery Rate reaches zero MW.

(ii) If increasing the Delivery Rate, Seller shall first increase the Delivery Rate in the On-Peak hours in 5 MW increments for December up to the Incremental On-Peak Quantity. If a further increase in the Delivery Rate is required, Seller shall then increase the Delivery Rate in the Off-Peak hours in 5 MW increments for December up to the Incremental Off-Peak Quantity. If further increases in the Delivery Rate are required, the Seller shall repeat the procedure of first increasing the Delivery Rate in the On-Peak hours in 5 MW increments up to the Incremental On-Peak Quantity, followed by increasing the Delivery Rate in the Off-Peak hours in 5 MW increments up to the Incremental Off-Peak Quantity.

4. Delivery Point. The Delivery Point for Product shall be COB.

5. Delivery Term. As used herein, "Delivery Term" shall mean the period of time beginning on the first date [on or after the Commercial Operation Date] ***[Existing Facilities: Delete bracketed text]*** that Seller delivers Product to Buyer from the Project which qualifies and is certified as an ERR ("Initial Delivery Date") and continuing until all of the Product created, generated, or produced from the Project with the Vintages ***[insert year(s) of generation]*** (as well as Vintage ***[insert following year of generation]*** to the extent Seller claims an FM Extension that delays the creation, generation or production of Product in the final Contract Year until ***[insert same year***]) ***[Existing Facilities: Delete parenthetical]*** has been delivered by Seller to Buyer during the period of ***[insert number of years]*** Contract Years from the Initial Delivery Date, unless terminated earlier as provided by the terms of this Agreement; provided, however ,that in no event shall the Delivery Term exceed five years. The Initial Delivery Date shall occur as soon as practicable once all of the following have been satisfied: (i) [Seller shall have achieved the Commercial Operation Date;] ***[Existing Facilities: Delete bracketed text]*** [(ii)] all of the applicable Conditions Precedent have been satisfied or waived in writing, [and] [(iii)] Buyer shall have received and accepted the Delivery Term Security in accordance with the relevant provisions of this Agreement, as applicable; [and] [(iv)] Seller shall have obtained the requisite CEC Certification and Verification for the Project.

5.1 Term; Binding Nature.

(a) Term. The term of the Confirmation shall commence upon the satisfaction or waiver of the Conditions Precedent set forth in Special Provision 16 and shall remain in effect until the conclusion of the Delivery Term, unless terminated sooner pursuant to the Agreement (the "Term"); provided that this Agreement shall thereafter remain in effect until the Parties have fulfilled all obligations with respect to the Transaction, including, payment in full of amounts due for the Product delivered prior to the end of the Term, the Settlement Amount, or other damages and the undrawn portion of the Performance Assurance is released and/or returned as applicable (the "Satisfaction Date").

(b) This Agreement shall be effective and binding as of the Execution Date only to the extent required to give full effect to, and enforce, the rights and obligations of the Parties under the following Special Provisions: 5.1 (Term); [5.2(a)(iii)(New Generation Facility)]***[Existing Facilities to delete bracketed text]***; 16 (Conditions Precedent); 16.3 (Failure to Meet All Conditions Precedent); 10 (Seller's Representations and Warranties) (except with respect to Special Provisions 10.2, 10.6, 10.7 and 10.8); 13.1, 13.2(a), 13.2(b)(i), 13.2(c), and 13.3 through 13.10 (Performance Assurance); 14 (Events of Default) (except with respect to 14.1(b); 15.2 (Confidentiality); 17 (Definitions); 18 (Assignment); 19 (Governing Law); 20 (Counterparts); and under the following Sections of the EEI Master Agreement as they apply to this Agreement and as such provisions may have been modified by the Parties pursuant to the negotiated terms of the EEI Master Agreement: Article 1, 2.1, 2.2, 5.1(a), 5.1(b) and 5.1(c) only with respect to the Special Provisions or Sections identified in this Special Provision 5.1, 5.1(d) through (g), 5.4 through 5.7, Article 6, 7.1, 8.1(b) through (e), 8.2(b) through (e), 8.3, 10.2(i), (iv) through (ix), (xi), and (xii), 10.4, 10.7, 10.8, [and] 10.10 [and the Collateral Annex]. This Agreement shall be fully binding and effective as of the Effective Date.

5.2 ***[Drafting Note: Existing Facilities: Delete Special Provision 5.2]***New Generation Facility.

(a) Seller, at no cost to Buyer, shall be responsible to:

(i) Design and construct the Project.

(ii) Acquire all Government Approvals and other approvals necessary for the construction, operation, and maintenance of the Project.

(iii) Within fifteen (15) days after the close of each month from the first month following the Execution Date until the Commercial Operation Date, provide to Buyer a Monthly Progress Report substantially in the form provided in Appendix I and agree to regularly scheduled meetings between representatives of Buyer and Seller to review such monthly reports and discuss Seller's construction progress and the anticipated Commercial Operation Date and Initial Delivery Date. The Monthly Progress Report shall identify the Milestones and indicate whether Seller has met or is on target to meet such Milestones.

(b) Buyer shall have the right, but not the obligation, to inspect the Project or the Project's construction site or on-site Seller data and information pertaining to the Project during business hours upon reasonable notice.

(c) Construction Milestones.

(i) Milestones. The Parties agree time is of the essence in regards to the Transaction. Seller shall provide Buyer with any requested documentation to support the achievement of certain milestones for the construction of the Project as set forth in Appendix II hereto ("Milestones") within ten (10) Business Days of receipt of such request by Seller.

(ii) Construction Start Date. Seller shall provide Buyer with a written certification substantially in the form set forth in Appendix III within ten (10) Business Days of delivering a Notice to Proceed to the EPC Contractor for the Project.

(iii) Guaranteed Commercial Operation Date. Seller shall have demonstrated Commercial Operation no later than twelve (12) calendar months after the Effective Date (the "Guaranteed Commercial Operation Date"); provided that the Guaranteed Commercial Operation Date

may be extended on a day for day basis for not more than three hundred sixty (360) days in the event of Force Majeure ("FM Extension"), provided that Seller works diligently to resolve the effect of the Force Majeure and provides evidence of its efforts promptly to Buyer upon Buyer's written request. If Seller claims an FM Extension, Seller shall provide Buyer with sixty (60) days Notice prior to the original date of the Guaranteed Commercial Operation Date, which Notice must include information necessary for Buyer to verify the length and qualification of the extension; provided that if sixty (60) days in impracticable or impossible, Seller shall provide Notice as soon as possible thereafter.

(d) Failure to Achieve Commercial Operation.

(i) Seller shall cause the Project to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, as may be extended by an FM Extension. If the Commercial Operation Date occurs after the Guaranteed Commercial Operation Date (as may be extended by an FM Extension), then Buyer shall be entitled to draw upon the Project Development Security as liquidated damages for Seller's failure to achieve Commercial Operation by the Guaranteed Commercial Operation Date. The Parties agree that Buyer's receipt of the full amount of the Project Development Security shall be Buyer's sole remedy for Seller's failure to achieve Commercial Operation by the Guaranteed Commercial Operation Date under the Agreement; provided that Buyer shall not be limited from exercising any other remedy provided under the Agreement for any other Event of Default by Seller under the Agreement.

(ii) Each Party agrees and acknowledges that (A) the damages that Buyer would incur due to Seller's delay in achieving the Commercial Operation Date beyond the Guaranteed Commercial Operation Date would be difficult or impossible to predict with certainty, and (B) the damages in the amount of the Project Development Security are an appropriate approximation of such damages. Nothing in this Special Provision 5.2(d) shall limit Buyer's right to a Termination Payment or any further amounts as damages or otherwise as provided for in Article 5 of the EEI Master Agreement or this Confirmation for any other Seller Event of Default.

6. Contract Price.

***[Sellers providing an Energy Price plus Green Attributes Price: use the following bracketed text]***

***[***The Contract Price for each MWh of the Product delivered to Buyer at the Delivery Point shall consist of the Energy Price and the Green Attribute Price, as follows:

Contract Price = Energy Price plus Green Attribute Price;

where:

"Energy Price" shall mean CAISO Malin Index Price per MWh; and

"Green Attribute Price" shall mean $[_____] per MWh for Green Attributes provided and conveyed to Buyer in accordance with the terms of this Confirmation.

6.1 The applicable CAISO Malin Index price shall be determined based upon the hour of delivery of the Energy.

6.2 No other payment shall be required of Buyer for Product delivered under this Confirmation, unless otherwise provided for herein. ***]***

***[Sellers providing a Fixed Price for the Product: use the following bracketed text]***

***[***The Contract Price for each MWh of the Product delivered to Buyer at the Delivery Point, shall be $_____/MWh.

6.1 No other payment shall be required of Buyer for Product delivered under this Confirmation, unless otherwise provided for herein.***]***

7. Remedies for Failure to Deliver/Receive Energy. For purposes of this Transaction and Confirmation, the "Remedies for Failure to Deliver/ Receive" as set out in Article 4 of the EEI Master Agreement, shall be [deleted][modified as set out below.] ***[Sellers offering an Energy Price plus Green Attributes Price to use first bracketed language and delete Special Provisions 7.1 through 7.3. Sellers offering a Fixed Price shall use second bracketed language and include Special Provisions 7.1 through 7.3.]***

7.1 Seller Failure. If Seller fails to schedule and/or deliver all or part of the Energy pursuant to this Transaction and such failure is not excused under the terms of the Agreement or by Buyer's failure to perform, then Seller shall pay Buyer, on the date payment would otherwise be due in respect of the month in which the failure occurred, or if "Accelerated Payment of Damages" is specified on the Cover Sheet, within five (5) Business Days of invoice receipt, an amount equal to the positive difference, if any, obtained by subtracting the Presumed Energy Price from the Replacement Price multiplied by the Seller Deficiency Amount.

7.2 Buyer Failure. If Buyer fails to schedule and/or receive all or part of the Energy pursuant to this Transaction and such failure is not excused under the terms of the Agreement or by Seller's failure to perform, then Buyer shall pay Seller, on the date payment would otherwise be due in respect of the month in which the failure occurred, or if "Accelerated Payment of Damages" is specified on the Cover Sheet, within five (5) Business Days of invoice receipt, an amount equal to the positive difference, if any, obtained by subtracting the Sales Price from the Presumed Energy Price multiplied by the Buyer Deficiency Amount.

7.3 The invoice for the amounts in this Special Provision 7 shall include a written statement explaining in reasonable detail the calculation of such amount.

8. Payments. Notwithstanding the Contract Price provision above, payments for Product shall become due and payable as follows:

8.1 Product. Seller shall invoice, and Buyer shall pay, for Product at the Contract Price pursuant to Article 6 of the EEI Master Agreement.

8.2 Annual True-Up Payments. The Parties hereby agree that within ninety-five (95) days of the last date of the prior calendar year, the Parties shall reconcile payments under this Transaction relating to Product and relative deliveries of Energy and the generation of the Project.

(a) If the Parties determine that Seller delivered more Energy at the Delivery Point than Green Attributes generated by the Project, then Seller shall pay Buyer an amount equal to the [amount of Energy delivered to the Delivery Point minus the amount of generation of the Project multiplied by the Green Attribute Price] [amount of Energy delivered to the Delivery Point minus the amount of generation of the Project multiplied by the positive difference between the Contract Price and the Volume Weighted Average Annual Malin Energy Price] and such amount shall become payable within thirty (30) days from a Party's determination that Seller delivered more Energy than Green

Attributes generated by the Project. ***[Drafting Note: Sellers providing an Energy Price and Green Attributes Price should use the first set of bracketed text and Sellers providing a fixed Contract Price should use the second set of bracketed text.]***

(b) If the Parties determine that Seller delivered less Energy at the Delivery Point than Green Attributes generated by the Project, then Buyer shall not be obligated to purchase any Green Attributes that exceed the amount of Energy delivered by Seller to the Delivery Point and no payment shall be owing by either Party except as provided pursuant to Special Provision 2.2 with respect to a Minimum Failure, if applicable.

8.3 ***[***Excess Green Attributes up to Maximum Amount. The Parties agree and acknowledge that in a given Contract Year, to the extent that Seller delivers to Buyer Product exceeding the Contract Quantity, but not exceeding the Maximum Amount, then Buyer shall receive or pay for such excess Product not to exceed the Maximum Amount.***] [Drafting Note: Sellers of Pooled Resources to delete this provision.]***

8.4 Other Charges. None, unless otherwise specified in this Confirmation.

9. Scheduling. Seller shall schedule the Energy to Buyer as WSPP Schedule C Firm Energy and in a manner consistent with the most recent rules adopted by the WECC.

9.1 Both Parties shall act as their own scheduling coordinators and shall notify each other of pre-schedules on the business day preceding the scheduled delivery day, or as mutually agreed by the Parties, in accordance with WECC guidelines, pursuant to the WECC daily scheduling calendar and the WECC Business Practices. The Parties may also agree to additional scheduling and communication protocols to implement deliveries under this Confirmation.

9.2 Delivering and scheduling of the Energy shall comply with applicable NERC rules.

9.3 Buyer shall be responsible for creating NERC E-Tags at COB, unless otherwise mutually agreed.

9.4 Contact Details.

Seller's scheduling contact details are as follows:

[_____] (Real Time)
[_____] (Day Ahead)

PG&E's scheduling contact details are as follows:

415-973-4500 (Real-Time)
415-973-6222 (Day Ahead)

10. Seller's Representation and Warranties; Other Obligations.

10.1 Seller warrants, represents and covenants during the Delivery Term that:

(a) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;

(b) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;

(c) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;

(d) the energy generated by the Project associated with the Green Attributes delivered under this Confirmation was not and will not be separately sold to any other person or entity as renewable energy compliant with the California Renewables Portfolio Standard;

(e) all Green Attributes provided by Seller pursuant to this Confirmation shall be supplied and generated from the Project only;

(f) Green Attributes relating to generation (i) were procured by Seller from the Project and each such Project has represented and warranted to Seller that the generation was produced from the Project and (ii) was purchased by or transferred to Seller from the Project through a power purchase agreement; and

(g) the Project qualifies and is certified by the CEC as an ERR.

10.2 Seller's Conveyance of Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

10.3 Eligibility. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

10.4 REC Eligibility. Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

10.5 No Event of Default. If a change in Law occurs after the Execution Date that causes the representation and warranty made by Seller in Special Provisions 10.3 and/or 10.4 to be materially false or misleading, such breach of the representation or warranty in Special Provisions 10.3 and/or 10.4 shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in Law during the Delivery Term in order to make the representation and warranty no longer false or misleading.

10.6 GHG Emissions. During the Delivery Term, Seller acknowledges that a Governmental Authority may require Buyer to take certain actions with respect to greenhouse gas emissions attributable to the generation of energy, including, but not limited to, reporting, registering, tracking, allocating for or accounting for such emissions. Promptly following Buyer's written request, Seller agrees to take all commercially reasonable actions and execute(s) or provide(s) any and all documents, information or instruments with respect to the Product delivered hereunder reasonably necessary to permit Buyer to comply with such requirements, if any.

10.7 Verifying and Certifying.

(a) The type and amount of any Product transferred and delivered will be measured, calculated, verified and certified as required pursuant to the California Renewables Portfolio Standard. The costs and expenses of CEC Certification and Verification during the Delivery Term are the responsibility of the Seller.

(b) Seller shall obtain CEC Certification and Verification of the Project as an ERR with the CEC no later than the Initial Delivery Date, and shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Certification and Verification throughout the Delivery Term.

10.8 Metering. All output from the Project must be delivered through a single ***[insert name of transmission provider]*** revenue meter or equivalent revenue quality meter enabling Seller to perform the obligations in the Agreement ("Meter") and that Meter must be dedicated exclusively to the Project. All Green Attributes purchased must be measured by the Project's Meter. Seller shall bear all costs relating to all metering equipment installed to accommodate the Project. In addition, Seller hereby agrees to provide all Meter data to Buyer in a form acceptable to Buyer, and consents to Buyer obtaining from the ***[insert name of transmission provider]*** the Meter data applicable to the Project and all inspection, testing and calibration data and reports. Seller shall grant Buyer the right to retrieve the Meter reads from the ***[insert name of transmission provider's system]*** or other similar systems and/or directly from the Meter(s) at the Project site. ***[Drafting Note: Sellers to indicate transmission provider providing metering service.]***

11. Force Majeure. The Parties acknowledge that the performance of each Party's obligations in this Transaction is subject to Force Majeure provisions and definitions and WSPP Firm definitions incorporated as part of this Confirmation.

12. Transfer of Renewable Energy Certificates in WREGIS. ***[Drafting Note: If Seller is delivering Product from more than one Project, the WREGIS provisions in Special Provisions 12.2 through 12.7 will need to be revised to reflect delivery structure of WREGIS Certificates.]***

12.1 Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to provide and convey to Buyer the Renewable Energy Certificates relating to the Product. Such Renewable Energy Certificates shall be conveyed in a manner consistent with the WREGIS provision below promptly upon WREGIS certificates relating to the Project being credited to Seller's WREGIS account.

12.2 Prior to the Effective Date, Seller shall register the Project with WREGIS and establish an account with WREGIS ("Seller's WREGIS Account"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "Forward Certificate Transfers" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("Buyer's WREGIS

Account"). Seller shall be responsible for all expenses associated with registering the Project with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

12.3 Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

12.4 Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the Energy delivered at the Delivery Point for such calendar month as evidenced by the Project's Meter data.

12.5 A "WREGIS Certificate Deficit" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the Energy delivered to the Delivery Point for the same calendar month ("Deficient Month"). If a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission.

12.6 If WREGIS changes the WREGIS Operating Rules after the Execution Date or applies the WREGIS Operating Rules in a manner inconsistent with this Special Provision after the Execution Date, the Parties promptly shall modify this Special Provision as reasonably required to cause and enable Seller to transfer to Buyer's WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the Energy delivered to the Delivery Point in the same calendar month.

12.7 Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

13. Credit and Collateral.

13.1 Performance Assurance. For purposes of this Transaction only, the Obligations of the Parties shall be secured in accordance with the provisions of the EEI Master Agreement, subject to the following exceptions, which shall apply only to this Confirmation, the conditions under which a Party will be required to deliver Performance Assurance and the conditions under which a Party will be required to release and return Performance Assurance. Accordingly, for purposes of this Confirmation only, [Sections 8.1(c) and 8.2(c)] [Paragraph 10 of the Collateral Annex] of the EEI Master Agreement shall be deleted and replaced with this Credit and Collateral Section of this Confirmation. ***[Drafting Note: If a Collateral Annex is used, it already replaces Sections 8.1(c) and 8.2(c), so only Paragraph 10 of the Collateral Annex needs to be replaced.]***

13.2 Performance Assurance.

(a) Party B shall not be required to deliver to Party A any Performance Assurance as collateral to secure its Obligations under this Confirmation during the Term. ***[New or Existing Facilities with a Delivery Term of less than one year: Seller to revise Special Provision 13.2(a) as follows: Neither Party A nor Party B shall be required to post Performance Assurance as collateral to secure its Obligations under this Confirmation during the Term.]***

(b) ***[Drafting Note: new facilities use Project Development Security; existing facilities use Pre-Delivery Term Security] [New or Existing Facilities with a Delivery Term of less than one year: Seller to delete Special Provision 13.2(b)]*** [Project Development Security][Pre-Delivery Term Security]; Delivery Term Security. Party A agrees to deliver to Party B Performance Assurance as collateral to secure its Obligations under this Confirmation, which Party A shall maintain in full force and effect for the period posted with Party B, as follows:

(i) [Project Development Security] [Pre-Delivery Term Security] pursuant to this Special Provision 13.2(b)(i) in the amount of $***[insert dollar amount based on Performance Assurance standards in 2011 Solicitation Protocol]*** and in the form of ***[specify cash or Letter of Credit]*** within five (5) Business Days following the Execution Date of this Confirmation until Party A posts [Project Development Security] [Pre-Delivery Term Security] [Delivery Term Security] according to Special Provision [13.2(b)(ii)] [13.2(b)(iii)] below with Party B;

(ii) ***[Drafting Note: Existing Facilities: Seller to delete this Special Provision 13.2(b)(ii)]*** [Project Development Security] pursuant to this Special Provision 13.2(b)(ii) in the amount of $ ***[insert dollar amount based on Performance Assurance standards in 2011 Solicitation Protocol]*** and in the form of ***[specify cash or Letter of Credit]*** from a date not later than thirty (30) days following the date on which all of the Conditions Precedent set forth in Special Provision 16 are either satisfied or waived until Party A posts Delivery Term Security pursuant to Special Provision 13.2(b)(iii) below with Party B; provided that, with Party B's consent, Party A may elect to apply the [Project Development Security] [Pre-Delivery Term Security] posted pursuant to Special Provision 13.2(b)(i) above toward the [Project Development Security] posted pursuant to this Special Provision 13.2(b)(ii); and

(iii) Delivery Term Security pursuant to this Special Provision 13.2(b)(iii) in the amount of $ ***[insert dollar amount based on Performance Assurance standards in 2011 Solicitation Protocol]*** and in the form of ***[specify cash, Letter of Credit or Guaranty]*** from the beginning of the Delivery Term until the end of the Term; provided that, with Party B's consent, Party A may elect to apply the [Project Development Security] [Pre-Delivery Term Security] posted pursuant to Special Provision [13.2(b)(i)] [13.2(b)(ii)] toward the Delivery Term Security posted pursuant to this Special Provision 13.2(b)(iii). If Buyer draws on Delivery Term Security, Seller agrees that within ten (10) Business Days it shall replenish the Delivery Term Security by an amount equal to the amount drawn. Any such Performance Assurance shall not be deemed a limitation of damages, unless otherwise specifically provided by the terms set forth in this Confirmation.

(c) Use of [Project Development Security][Pre-Delivery Term Security]. Buyer shall be entitled to draw upon the Project Development Security posted by Seller until the Project Development Security is exhausted (i) as liquidated damages pursuant to Special Provision 5.2(d) due to a failure by Seller to meet the Guaranteed Commercial Operation Date or (ii) for any other damages arising upon Buyer's declaration of an Early Termination Date prior to Initial Delivery Date. ***[Existing Facilities: Seller to revise this Special Provision 13.2(c)as follows:*** Buyer shall be entitled to draw upon the Pre-Delivery Term Security posted by Seller in the event an Early Termination Date has occurred prior to the Initial Delivery Date or in the event Seller does not begin delivering the Product within five (5) Business Days of the Initial Delivery Date, as applicable, and may retain the Pre-Delivery Term Security until all payment obligations of Seller arising under this Confirmation, including compensation for the Termination Payment, indemnification payments or other damages are paid in full (without regard to any set-off or netting, neither of which is permitted under any circumstances with respect to any other transaction between the Parties) until such time as the Pre-Delivery Term Security is exhausted.***] [New or Existing Facilities with a Delivery Term of less than one year: Seller to delete this subsection.]***

(d) Termination of [Project Development Security][Pre-Delivery Term Security]. If after the Initial Delivery Date no damages are due and owing to Buyer under this Agreement, then Seller shall no longer be required to maintain the [Project Development Security], and Buyer shall return to Seller the [Project Development Security] within five (5) Business Days of Seller's provision of the Delivery Term Security unless, with Buyer's consent, Seller elects to apply the [Project Development Security] posted pursuant to Special Provision [13.2(b)(i)][13.2(b)(ii)] toward the Delivery Term Security posted pursuant to Special Provision 13.2(b)(iii). ***[Existing Facilities: Seller to replace Project Development Security with Pre-Delivery Term Security.] [New or Existing Facilities with a Delivery Term of less than one year: Seller to delete this subsection.]***

(e) Payment and Transfer of Interest. Buyer shall pay interest on cash held as [Project Development Security] or Delivery Term Security, as applicable, at the Interest Rate and on the date of returning [Project Development Security] or Delivery Term Security. All accrued interest on the unused [Project Development Security] or Delivery Term Security shall be transferred to Seller in the form of cash by wire transfer to the bank account specified under "Wire Transfer" in Appendix IV. ***[Existing Facilities: Seller to replace Project Development Security with Pre-Delivery Term Security] [New or Existing Facilities with a Delivery Term of less than one year: Seller to delete this subsection.]***

(f) Return of Delivery Term Security. Buyer shall return the unused portion of Delivery Term Security, including the payment of any interest due thereon, pursuant to Special Provision 13.2(e) above, to Seller promptly after the following has occurred: (i) the Term of the Confirmation has ended, or subject to Section 5.2 of the EEI Master Agreement, an Early Termination Date has occurred related to the Confirmation, as applicable; and (ii) all payment obligations of Seller arising under this Confirmation, including Termination Payment, indemnification payments or other damages are paid in full (without regard to any set-off or netting, neither of which is permitted under any circumstances with respect to any other transaction between the Parties). ***[New or Existing Facilities with a Delivery Term of less than one year: Seller to delete this subsection.]***

13.3 Letter of Credit. ***[New or Existing Facilities with a Delivery Term of less than one year: Seller to delete Special Provision 13.3]***

(a) If Seller has provided a Letter of Credit pursuant to any of the applicable provisions in this Special Provision 13, then Seller shall renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and in accordance with this Agreement. In the event the issuer of such Letter of Credit (i) fails to maintain a Credit Rating of at least an A2 by Moody's and at least an A by S&P, (ii) indicates its intent not to renew such Letter of Credit, or (iii) fails to honor Buyer's properly documented request to draw on an outstanding Letter of Credit by such issuer, Seller shall cure such default by complying with either (A) or (B) below in an amount equal to the outstanding Letter of Credit, and by completing the action within five (5) Business Days after Buyer receives Notice of such refusal (all of which is considered the "Cure"):

(A) provide a substitute Letter of Credit that is issued by a qualified bank acceptable to Buyer, other than the bank failing to honor the outstanding Letter of Credit, or

(B) post cash.

If Seller fails to Cure or if such Letter of Credit expires or terminates without a full draw thereon by Buyer, or fails or ceases to be in full force and effect at any time that such Letter of Credit is required pursuant to the terms of this Confirmation, then Seller shall have failed to meet the creditworthiness/collateral requirements of Article Eight of the EEI Master Agreement.

(b) In all cases, the reasonable costs and expenses of establishing, renewing, substituting, canceling, increasing, reducing, or otherwise administering the Letter of Credit shall be borne by Seller.

13.4 Secured Party's Exercise of Rights Concerning Performance Assurance.

(a) Upon the occurrence of an Event of Default by the Pledgor, the Secured Party may exercise any one or more of the rights and remedies provided under the EEI Master Agreement as amended for purposes of this Confirmation, or as otherwise may be available under Law. Without limiting the foregoing, if at any time an Event of Default has occurred, then the Secured Party may, in its sole discretion, declare all Obligations under this Confirmation immediately due and payable without presentment, demand, notice, protest or other formalities of any kind (all of which are hereby expressly waived by the Pledgor) and exercise any one or more of the following rights and remedies:

(i) All rights and remedies available to the Secured Party under UCC Article 9 or the uniform commercial code of any jurisdiction in which the Performance Assurance is being held and any other applicable jurisdiction and other Laws with respect to the preservation of or foreclosure upon collateral.

(ii) The right to close out and set off Performance Assurance held by or for the benefit of the Secured Party against and in satisfaction of any amount payable by the Pledgor in respect of any of its Obligations under this Confirmation.

(iii) The right to cause the transfer of all Performance Assurance held to an account of the Secured Party.

13.5 Pledgor's Exercise of Rights Concerning Performance Assurance. Upon the occurrence of an Event of Default by the Secured Party, then:

(a) on the day of such occurrence, the Secured Party may be obligated to transfer all Performance Assurance and interest in amounts calculated in accordance with the Interest Rate, if any, to the Pledgor; and

(b) the Pledgor may do any one or more of the following: (i) exercise any of the rights and remedies of a Pledgor with respect to the Performance Assurance, including any such rights and remedies under Law then in effect; (ii) to the extent that Performance Assurance is not transferred to the Pledgor as required in Special Provision 13.5(a) above, close out and set off amounts payable to the Secured Party under this Confirmation against the Performance Assurance held by the Secured Party or to the extent its rights to setoff are not exercised, withhold payment of any remaining amounts payable by the Pledgor, up to the value of any Performance Assurance that has not been so transferred, until the Performance Assurance is transferred to the Pledgor; and (iii) exercise any applicable rights and remedies available to the Pledgor under the EEI Master Agreement.

13.6 Notice and Other Communication. Each demand, notice, consent, agreement, approval or other communication required or permitted to be given from one Party to the other pursuant to these Credit and Collateral provisions shall be submitted to the recipient Party as provided in Appendix IV.

14. Events of Default; Termination and Calculation of Termination Payment.

14.1 An "Event of Default" shall mean, with respect to a Party (the "Defaulting Party"), the occurrence of any of the following (unless the Party's failure is otherwise excused under the terms of the Agreement):

(a) any event constituting an "Event of Default" under the EEI Master Agreement, without regard to Section 5.1(g) of the EEI Master Agreement, regardless of any election in the EEI Cover Sheet to the contrary; provided, however, that all such events must be interpreted so that they refer only to an event or failure with respect to this Transaction; or

(b) Seller delivers or attempts to deliver Green Attributes (i) to Buyer for sale under this Confirmation that was not created, generated or produced by the Project as an ERR, or (ii) from the Project to a third party;

(c) any event constituting an "Event of Default" under this Confirmation; or

(d) Seller fails to meet the Guaranteed Commercial Operation Date pursuant to Special Provision 5.2(d).

14.2 Section 5.2 of the EEI Master Agreement is amended to delete the words "all, but not less than all, Transactions" and replacing them with "this Transaction." For the avoidance of doubt, this Transaction may only become a Terminated Transaction pursuant to Section 5.2 of the EEI Master Agreement as a result of an Event of Default that occurs with respect to this Transaction, and then only this Transaction may be terminated pursuant to Section 5.2 of the EEI Master Agreement. The Settlement Amount with respect to the Transaction shall not be calculated in accordance with Section 5.2 of the EEI Master Agreement, but instead shall be calculated as follows using the defined terms in this Confirmation:

The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant Product, information vendors and other sources of market information. If the Non-Defaulting Party uses the market price for a comparable transaction to determine the Gains or Losses, such price should be determined by using the average of market quotations provided by three (3) or more bona fide unaffiliated market participants. If the number of available quotes is three, then the average of the three quotes shall be deemed to be the market price. Where a quote is in the form of bid and ask prices, the price that is to be used in the averaging is the midpoint between the bid and ask price. The quotes obtained shall be: (a) for a like amount, (b) of the same Product, (c) at the same Delivery Point, (d) for the remaining Delivery Term, and (e) determined in a commercially reasonable manner.

14.3 For purposes of this Confirmation only, (i) the first sentence in Section 5.3 of the EEI Master Agreement shall be deleted without replacement, and the Termination Payment with respect to this Transaction shall equal the Settlement Amount with respect to this Transaction, and (ii) the last sentence in Section 5.3 of the EEI Master Agreement shall be deleted and replaced as follows:

"If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of the Terminated Transaction, the Settlement Amount for purposes of this Confirmation only shall be zero."

14.4 Except as otherwise set forth in Special Provision 14 of this Confirmation with respect to the computation of a Settlement Amount and Termination Payment, the Parties hereby agree that the provisions of Article 5 of the EEI Master Agreement which have not been amended by this Confirmation shall apply in the event that this Transaction becomes a Terminated Transaction pursuant to the terms hereof and the EEI Master Agreement.

15. Modifications to EEI Master Agreement. The Parties agree that the EEI Master Agreement shall be amended, for the purpose of this Transaction only, as follows:

15.1 The definition of "Product" shall be amended to include "Green Attributes" as defined in this Confirmation;

15.2 Section 10.11, "Confidentiality" shall be amended to allow disclosure by Buyer as follows:

(a) for disclosure to Buyer's Procurement Review Group, as defined in CPUC Decision D. 02-08-071, subject to a confidentiality agreement;

(b) to the CPUC under seal for purposes of review;

(c) in order to comply with any applicable regulation, rule, or order of the CPUC, CEC, or the FERC; or

(d) at any time on or after the date on which the Buyer makes its advice filing letter seeking CPUC Approval of this Agreement, either Party shall be permitted to disclose those terms required by the CPUC in its then-current advice letter template, including the following: Party names, resource type, Delivery Term, Project location, capacity factor, contract capacity, Contract Quantity, Delivery Point, applicability of federal tax credits or grants.

15.3 Section 5.6, "Closeout Setoffs" shall not apply, regardless of any election in the EEI Cover Sheet to the contrary.

16. Conditions Precedent.

16.1 Effective Date of this Confirmation shall not occur until all of the following conditions have been met to the satisfaction of the Parties hereto (such conditions shall be referred to collectively as "Conditions Precedent," and each a "Condition Precedent"):

(a) This Agreement has been duly executed by the authorized representatives of each of Buyer and Seller;

(b) CPUC Approval has been obtained;

(c) Buyer receives a final and non-appealable order of the CPUC that finds that Buyer's entry into this Agreement is reasonable and that payments to be made by Buyer hereunder are recoverable in rates; and

(d) Buyer receives from Seller the documentation listed in Appendix V, (Seller Documentation Condition Precedent) by the date requested therein.

16.2 No Obligation. Until all Conditions Precedent have been satisfied, Seller shall be under no obligation to deliver Product to Buyer and Buyer shall be under no obligation to accept delivery of or pay for Product.

16.3 Failure to Meet All Conditions Precedent. If the Conditions Precedent are not satisfied or waived in writing by both Parties on or before two hundred forty (240) days from the date on which Buyer files this Agreement for CPUC Approval, then either Party may terminate this Agreement effective upon receipt of Notice by the other Party. Neither Party shall have any obligation or liability to the other, including for a Termination Payment or otherwise, by reason of such termination.

17. Definitions.

17.1 "Buyer Deficiency Amount" means the amount of Energy in MWh that Buyer has failed to schedule and/or receive at the Delivery Point.

17.2 "CAISO" means the California Independent System Operator Corporation or any successor entity performing similar functions.

17.3 "CAISO Malin Index Price" means, for each MWh of Energy delivered to the Delivery Point during a specific hour, the hourly California Independent System Operator (CAISO) MALIN_5_N101 locational marginal price per MWh, as cleared in the CAISO's Integrated Forward Market (IFM) for that hour on the day of delivery.

17.4 "California Renewables Portfolio Standard" means the renewable energy program and policies established by California State Senate Bills 1038 and 1078, codified in California Public Utilities Code Sections 399.11 through 399.20 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

17.5 "CEC" means the California Energy Commission or its regulatory successor.

17.6 "CEC Approval" means that the CEC approves this Transaction structure as complying with California Renewables Portfolio Standard for out-of-state generation.

17.7 "CEC Certification and Verification" means that the CEC has certified that the Project is an ERR for purposes of the California Renewables Portfolio Standard and that all power produced by the Project qualifies as generation from an ERR for purposes of the Project.

17.8 "COB" means the electricity trading hub that is the point of control area interchange at the California-Oregon border between the 500 kV transmission system owned and/or controlled by BPA and other Pacific Northwest entities (including its or their successor(s)), and the 500 kV transmission system owned and/or controlled by the CAISO and other California entities (including its or their successor(s)), which includes the substations of Captain Jack and Malin and any other substations or transmission lines added to such hub after the Execution Date.

17.9 "Commercial Operation" means the Project is operating and able to produce energy and Green Attributes and Seller is able deliver the Product to Buyer pursuant to the terms of this Agreement. ***[Existing Facilities: Delete definition.]***

17.10 "Commercial Operation Date" means the date on which Seller provides Buyer with Notice that Commercial Operation has commenced in the form attached hereto as Appendix VI. ***[Existing Facilities: Delete definition.]***

17.11 "Contract Year" means a period of twelve (12) consecutive calendar months beginning on January 1 and ending on December 31. The first Contract Year shall commence on the Initial Delivery Date and each subsequent Contract Year shall commence on January 1.

17.12 "CPUC" means the California Public Utilities Commission, or successor entity.

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

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

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

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

17.14 "Credit Rating" means with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancement) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody's. If ratings by S&P and Moody's are not equivalent, the lower rating shall apply.

17.15 "Delivery Rate" has the meaning set forth in Special Provision 3.

17.16 "Delivery Term Security" means the Performance Assurance that Party A is required to maintain, as specified in Special Provision 13.2, to secure performance of its Obligations during the Delivery Term.

17.17 "Demand Notice" has the meaning as set forth in Special Provision 13.5.

17.18 "Effective Date" means the date on which the Parties rights and obligations hereunder become effective, as set forth in Special Provision 16.1.

17.19 "Eligible Renewable Energy Resource" or "ERR" has the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

17.20 "EPC Contract" means the Seller's engineering, procurement and construction contract with the EPC Contractor. ***[Existing Facilities: Delete definition.]***

17.21 "EPC Contractor" means the engineering, procurement, and construction contractor, selected by Seller, with substantial experience in the engineering, procurement, and construction of interconnection facilities or power plants of the same type of facility as the Seller's. ***[Existing Facilities: Delete definition.]***

17.22 "FM Extension" has the meaning set forth in Special Provision 5.2(c)(iii).

17.23 "Gains" means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of the Transaction, determined in a commercially reasonable manner, subject to Section 5.2 of the EEI Master Agreement. Factors used in determining economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties, including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, settlement prices for a comparable transaction at liquid trading hubs (e.g., NYMEX), all of which should be calculated for the remaining Delivery Term to determine the value of the Product.

17.24 "Governmental Approval" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority and shall include those siting and operating permits and licenses, and any of the foregoing under any applicable environmental law, that are required for the use and operation of the Project.

17.25 "Governmental Authority" means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question.

17.26 "Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;[1] (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes

[1] Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

17.27 "Guaranty" means a guaranty issued in a form and by an issuer acceptable to the Secured Party.

17.28 "Incremental Off-Peak Quantity" has the meaning set forth in Special Provision 3.2(a)(ii).

17.29 "Incremental On-Peak Quantity" has the meaning set forth in Special Provision 3.2(a)(ii).

17.30 "Initial Delivery Date" has the meaning set forth in Special Provision 5.

17.31 "Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication.

17.32 "Law" means any statute, law, treaty, rule, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Execution Date, and which becomes effective after the Execution Date; or any binding interpretation of the foregoing. For purposes of "CPUC Approval," "Green Attributes," "Seller Representations and Warranties" and "Governing Law", the term "law" shall have the meaning set forth in this definition.

17.33 "Letter(s) of Credit" means an irrevocable, non-transferable standby letter of credit (a) issued either by (i) a U.S. commercial bank, or (ii) a U.S. branch or subsidiary of a foreign commercial bank that meets the following conditions: (A) it has sufficient assets in the U.S. as determined by Buyer, and (B) it is acceptable to Buyer in its sole discretion; (b) for which the issuing U.S. bank, or foreign bank or subsidiary thereof, must have a Credit Rating of at least A from S&P or A2 from Moody's; and (c) the form of which must be substantially in the form as contained in Appendix IX to this Agreement; provided, that, if the Letter of Credit is issued by a branch of a foreign bank, Buyer may require changes to such form.

17.34 "Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from the termination of the Transaction, determined in a commercially reasonable manner, subject to Section 5.2 of the EEI Master Agreement. Factors used in determining the loss of economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, settlement prices for a comparable transaction at liquid trading hubs (e.g. NYMEX), all of which should be calculated for the remaining term of the Transaction to determine the value of the Product. If the Non-Defaulting Party is the Seller, then "Losses" shall exclude any loss of Production Tax Credits, Energy Investment Tax Credits, or other federal or state tax credits, grants, or benefits related to the Project or generation therefrom.

17.35 "Minimum Amount" has the meaning set forth in Special Provision 2.1.

17.36 “Minimum Failure” means Seller’s failure to deliver Green Attributes in an amount equal to or greater than the Minimum Amount for the applicable Contract Year.

17.37 “Milestones” has the meaning set forth in Special Provision 5.2(c)(i) ***[Existing Facilities: Delete definition.]***

17.38 “Monthly Progress Report” means the report similar in form and content attached hereto as Appendix I. ***[Existing Facilities: Delete definition.]***

17.39 “Moody’s” means Moody’s Investors Service, Inc. or its successor.

17.40 “NERC” means the North American Electric Reliability Council or a successor organization that is responsible for establishing reliability criteria and protocols.

17.41 “Notice to Proceed” means the notice provided by Seller to the EPC Contractor pursuant to the EPC Contract between Seller and such EPC Contractor following execution of the EPC Contract, by which Seller authorizes such EPC Contactor to begin construction of the Project without any delay or waiting periods. ***[Existing Facilities: Delete definition.]***

17.42 “Obligations” means, with respect to a Pledgor (a) all debts, liabilities and amounts due or that may become due from the Pledgor to the Secured Party pursuant to this Confirmation onlyand (b) all amounts owed under any modifications, renewals or extensions of the foregoing.

17.43 “Off-Peak” has the meaning designated by NERC. Currently, all hours ending 0100-0600 PPT and 2300-2400 PPT on Monday through Saturday, plus all hours on Sundays and NERC Holidays (as defined by NERC).

17.44 “On-Peak” has the meaning designated by NERC. Currently, all hours ending 0700-2200 PPT, Monday through Saturday, excluding NERC Holidays (as defined by NERC).

17.45 “Performance Assurance” means collateral provided by a Pledgor to the Secured Party to secure the Pledgor’s Obligations hereunder and includes [Project Development Security] [Pre-Delivery Term Security] and Delivery Term Security.

17.46 “Pre-Delivery Term Security” is the Performance Assurance required of Party A, as specified and referred to in Special Provision 13.2.

17.47 “Presumed Energy Price” means the positive difference obtained by subtracting the price of the Green Attributes from the Contract Price. The price of the Green Attributes for purposes of this calculation shall be Fifty Dollars ($50.00).

17.48 “Project Development Security” is the Performance Assurance required of Party A, as specified and referred to in Special Provision 13.2.

17.49 “PPT” means Pacific Prevailing Time.

17.50 “Product” has the meaning set forth in Special Provision 1 in this Confirmation.

17.51 “Project” means the [___ portion of the] generating facility(ies), the site at which the generating facility(ies) is located and the assets, tangible and intangible, that compose the generation

facility(ies), as more particularly described on Appendix VII. ***[Drafting Note: Sellers to revise if Pooled Resource or a percentage of a Unit Contingent]***

17.52 "Renewable Energy Credits" or "RECs" has the meaning set forth in California Public Utilities Code Section 399.12(h) and CPUC Decision 08-08-028, as may be amended or supplemented from time to time or as further defined or supplemented by Law, is evidenced by a WREGIS Certificate, and is equivalent to one (1) MWh of electric generation.

17.53 "Replacement Price" shall mean the CAISO Malin Index Price.

17.54 "Sales Price" shall mean the CAISO Malin Index Price.

17.55 "Seller Deficiency Amount" means the amount of Energy in MWh that the Seller has failed to schedule and/or deliver to Buyer at the Delivery Point.

17.56 "Seller Excuse Hours" means those hours during which Seller is unable to deliver Product to Buyer as a result of an event of Force Majeure as defined in the EEI Master Agreement or Uncontrollable Force as provided in Section 10 of the WSPP Agreement.

17.57 "S&P" means the Standard & Poor's Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor.

17.58 "Term" has the meaning set forth in Special Provision 5.1.

17.59 "Termination Date" means the date on which the Secured Party shall have received full and final payment of all of the Obligations.

17.60 "Vintage" means the calendar year in which the Product is created, generated, or produced for use under the California Renewables Portfolio Standard.

17.61 "Volume Weighted Average Annual Malin Energy Price" means the average price for the Calendar Year, calculated by weighting each hourly CAISO Malin Index Price by the MWh delivery to COB during each hour. For clarity, the following formula is used:

$$\frac{\sum_{i=1}^{N} D_i M_i}{\sum_{i=1}^{N} D_i}$$ , where,

$D_i$ is the number of mega-watt hours that were delivered to Buyer at COB in the $i^{th}$ hour of the calendar year;

$M_i$ is the CAISO Malin Index Price for the $i^{th}$ hour of the calendar year and;

$N$ is the number of hours in the calendar year.

17.62 "WECC" means the Western Electricity Coordinating Council or successor agency.

17.63 "WREGIS" means the Western Renewable Energy Generation Information System or other process recognized under applicable laws for the registration, transfer or ownership of Green Attributes.

17.64 "WREGIS Certificate" means "Certificate" as defined by WREGIS in the WREGIS Operating Rules and is designated as eligible for complying with the California Renewables Portfolio Standard.

17.65 "WREGIS Certificate Deficit" means any deficit or shortfall in WREGIS Certificates delivered to Seller (for onward delivery to Buyer) for a calendar month as compared to the generation from the Project for the same calendar month.

17.66 "WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS, as amended from time to time.

17.67 "WSPP Schedule C Firm Energy" means firm energy (without ancillary services) delivered pursuant to Service Schedule C of the WSPP Agreement. Notwithstanding any other provision of the EEI Master Agreement, if Seller exercises its right to interrupt meeting its public utility or statutory obligations, Seller shall be responsible for payment of damages for failure to deliver firm energy as provided for in Article 4 of the EEI Master Agreement.

17.68 "West Firm" or "WSPP Firm" means with respect to a Transaction, a Product that is or will be scheduled as firm energy and consistent with the most recent rules adopted by the WECC for which the only excuses for failure to deliver or receive are if an interruption is due to an Uncontrollable Force as provided in Section 10 of the WSPP Agreement.

18. Assignment.

18.1 General Assignment. Except as provided in Special Provisions 18.2 through 18.4, neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld so long as among other things (a) the assignee assumes the transferring Party's payment and performance obligations under this Agreement, (b) the assignee agrees in writing to be bound by the terms and conditions hereof, (c) the transferring Party delivers evidence satisfactory to the non-transferring Party of the proposed assignee's technical and financial capability to fulfill the assigning Party's obligations hereunder and (d) the transferring Party delivers such tax and enforceability assurance as the other Party may reasonably request. Notwithstanding the foregoing, consent shall not be required for an assignment of this Agreement where the assigning Party remains subject to liability or obligation under this Agreement, provided that (i) the assignee assumes the assigning Party's payment and performance obligations under this Agreement, (ii) the assignee agrees in writing to be bound by the terms and conditions hereof, and (iii) the assigning Party provides the other Party hereto with at least thirty (30) days' prior written Notice of the assignment.

18.2 Assignment to Financing Providers. Seller shall be permitted to assign this Agreement as collateral for any financing or refinancing of the Project with the prior written consent of the Buyer, which consent shall not be unreasonably withheld. If Buyer gives its consent, then such consent shall be in a form substantially similar to the Form of Consent to Assignment attached hereto as Appendix VIII provided that (a) Buyer shall not be required to consent to any additional terms or conditions beyond those contained in Appendix VIII, including but not limited to extension of any cure periods or additional remedies for financing providers, and (b) Seller shall be responsible at Buyer's request for Buyer's reasonable costs associated with the review, negotiation, execution and delivery of documents in connection with such assignment, including without limitation attorneys' fees.

18.3 Assignment in Connection with a Change in Control. Any direct or indirect change of control of Seller (whether voluntary or by operation of Law) shall be deemed an assignment and shall require the prior written consent of Buyer, which consent shall not be unreasonably withheld.

18.4 Assignment by Buyer. Buyer shall be permitted to assign this Agreement without the prior written consent of Seller to any entity whose Credit Rating is the same as or higher than Buyer's at the time of such assignment. Buyer shall provide Seller with written Notice of such assignment.

18.5 Unauthorized Assignment. Any assignment or purported assignment in violation of this Special Provision 18 is void.

19. Governing Law. This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement.

For purposes of this section, the words "party" and "parties" shall have the same meaning as the defined terms provided in this Confirmation.

20. Counterparts. This Confirmation may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Confirmation. Delivery of an executed counterpart of this Confirmation by fax or Portable Document Format (PDF) will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Confirmation by facsimile or PDF will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Confirmation will not affect the validity or effectiveness of this Confirmation.

## SIGNATURES

IN WITNESS WHEREOF, each Party has caused this Confirmation to be duly executed by its authorized representative as of the dates provided below.

| [**SELLER, a (*include place of formation and business type*)**] | **PACIFIC GAS AND ELECTRIC COMPANY, a California corporation** |
|---|---|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: Fong Wan |
| Title: _____ | Title: Senior vice President, Energy Production |
| Date: _____ | Date: _____ |

**APPENDIX I**

**FORM OF MONTHLY PROGRESS REPORT**

***[Existing Facilities: Delete Appendix I]***

# Monthly Progress Report

For:

**[Project Name]**

By:

**[Counterparty name]** *("Seller")*

On:

**[Report Date]**

For month of:

**[Report Month]**

Provided to:

**Pacific Gas and Electric Company** ("Buyer")

## GENERAL PROJECT SPECIFICATIONS

**Site Address, City, State:**

**Project Technology** *(biomass, biogas, geothermal, hydro, solar PV, solar thermal, wind)*:

**Megawatt capacity**:

**Site size** *(acres, square miles, square feet)*:

## 1. INSTRUCTIONS

1.1. **Please complete the form and forward it to your PG&E Contract Manager according to the schedule specified in the Agreement.**

1.2. **You may add new information to the prior month's report without editing the prior month's information to reflect current status. For ease of review, please add a date in parenthesis in front of each new entry.**

i.e.: (11/4/09) Grading has started for the roads and turbine sites.

(10/4/09) Construction of maintenance buildings has been completed.

1.3. **See the Requirements for this report in Section 18.**

## 2. EXECUTIVE SUMMARY

*Please provide a general Project overview statement.*

## 3. MAJOR ACTIVITIES PERFORMED AND/OR COMPLETED - INCEPTION TO DATE

*Please provide a cumulative summary of the major activities completed for each of the following aspects of the Project (provide details in subsequent sections of this report).*

3.1. Milestones

3.2. Financing

3.3. Permitting and Governmental Approvals

3.4. Site Control

3.5. Design and Engineering

3.6. Major Equipment Procurement

3.7. Construction

3.8. Interconnection

3.9. Startup Testing and Commissioning

## 4. MAJOR ACTIVITIES PLANNED FOR NEXT MONTH

*Please provide a summary of the major activities to be performed during the current month for each of the following aspects of the Project (provide details in subsequent sections of this report).*

4.1. Milestones

4.2. Financing

4.3. Permitting and Governmental Approvals

4.4. Site Control

4.5. Design and Engineering

4.6. Major Equipment procurement

4.7. Construction

4.8. Interconnection

4.9. Startup Testing and Commissioning

## 5. MILESTONES

5.1. Milestone schedule

*Please list all Milestones specified in the Agreement and state the current status of each.*

| **Milestone** | **Milestone Date Specified in the Agreement** | **Status** (e.g., on schedule, delayed due to [*specify reason*]; current expected completion date) |
|---|---|---|
| | | |
| | | |

## 6. MILESTONE REMEDIAL ACTION PLAN (IF APPLICABLE)

*If Seller has failed and/or expects to fail to achieve any Milestone, please explain in detail each of the following aspects of Seller's Remedial Action Plan.*

6.1. Missed Milestone

6.2. Plans to achieve missed Milestone

6.3. Plans to achieve subsequent Milestones

6.4. Delays in engineering schedule and plans to remedy delays

6.5. Delays in major equipment procurement and plans to remedy delays

6.6. Delays in construction and interconnection schedule and plans to remedy

## 7. FINANCING

*Please provide the schedule Seller intends to follow to obtain financing for the Project. Include information about each stage of financing. If Seller intends to pursue federal or state loans or grants, include information about each stage of the application process.*

| **Activity** *(e.g., obtain $xx for yy stage from zz)* | **Completion Date** |
|---|---|
| | __/__/____ (expected / actual) |
| | __/__/____ (expected / actual) |

## 8. PROJECT SCHEDULE

*Please provide a copy of the current version of the overall Project schedule (e.g., Work Breakdown Structure, Gantt chart, MS Project report, etc.). Include all major activities for Governmental Approvals, design and engineering, procurement, construction, interconnection and testing.*

## 9. PERMITTING AND GOVERNMENTAL APPROVALS

9.1. Environmental Impact Review

*Please provide information about the primary environmental impact review for the Project. Indicate whether dates are expected or actual.*

| | |
|---|---|
| **Agency** [*e.g., the lead agency as required under the California Environmental Quality Act (CEQA)]* | |
| **Date of application/submission** | __/__/____ (expected / actual) |
| **Date application/submission deemed complete by agency** | __/__/____ (expected / actual) |
| **Date of initial study** *(if applicable)* | __/__/____ (expected / actual) |
| **Process** *(e.g., Notice of Exemption, Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report)* | |
| **Date of Notice of Preparation** | __/__/____ (expected / actual) |
| **Date of Draft Negative Declaration – Mitigated Negative Declaration - Environmental Impact Report** | __/__/____ (expected / actual) |
| **Date Notice of Determination filed at CA Office of Planning and Research or County Clerk** | __/__/____ (expected / actual) |

9.2. Federal, State, Regional, County or Local Governmental Approvals

*Please describe each of the major Governmental Approvals to be obtained by Seller and the status of each.*

| **Agency / Approval**<br>*e.g.,*<br>*California Energy Commission (CEC) / Application for Certification (AFC)*<br><br>*[name] County / Conditional Use Permit (CUP)* | **Status Summary**<br>*e.g., dates of application / hearing / notice / etc. (note whether dates are anticipated or actual); major activities (indicate whether planned, in progress and/or completed); primary reasons for possible delay, etc.* |
|---|---|
| | |
| | |
| | |
| | |
| | |

9.3. Governmental Approval activities recently performed

*Please list all Governmental Approval activities that occurred since the previous report.*

9.4. Governmental Approval activities expected during the current month

*Please list all Governmental Approval activities that are expected to occur during the current month.*

9.5. Governmental Approval Notices received from EPC Contractor

*Please attach to this Monthly Progress Report copies of any notices related to Governmental Approval activities received since the previous report, whether from EPC Contractor or directly from Governmental Agencies.*

## 10. SITE CONTROL

10.1. Site control schedule

*Please provide the schedule Seller intends to follow to obtain control of the Project Site (e.g., purchase, lease).*

| **Activity** | **Completion Date** |
|---|---|
| | __/__/____ (expected / actual) |
| | __/__/____ (expected / actual) |

10.2. Site Control activities recently performed

*Please explain in detail the property acquisition activities that were performed since the previous report.*

10.3. Site Control activities expected during the current month.

*Please explain in detail the Site control activities that are expected to be performed during the current month.*

## 11. DESIGN and ENGINEERING

### 11.1. Design and engineering schedule

*Please provide the name of the EPC Contractor, the date of execution of the EPC Contract, and the date of issuance of a full notice to proceed (or equivalent).*

*Please list all major design and engineering activities, both planned and completed, to be performed by Seller and the EPC Contractor.*

| Name of EPC Contractor / Subcontractor | Activity | Completion Date |
|---|---|---|
| | | __/__/____ (expected / actual) |
| | | __/__/____ (expected / actual) |

### 11.2. Design and engineering activities recently performed

*Please explain in detail the design and engineering activities that were performed since the previous report.*

### 11.3. Design and engineering activities expected during the current month

*Please explain in detail the design and engineering activities that are expected to be performed during the current month.*

## 12. MAJOR EQUIPMENT PROCUREMENT

### 12.1. Major equipment to be procured

*Please list all major equipment to be procured by Seller or the EPC Contractor.*

| Equipment Description | Manufacturer | Delivery Date (indicate whether expected or actual) | Installation Date (indicate whether expected or actual) |
|---|---|---|---|
| | | __/__/____ (expected / actual) | __/__/____ (expected / actual) |
| | | __/__/____ (expected / actual) | __/__/____ (expected / actual) |

| Equipment Description | No. Ordered | No. Made | No. On-Site | No. Installed | No. Tested |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

### 12.2. Major Equipment procurement activities recently performed

*Please explain in detail the major equipment procurement activities that were performed since the previous report.*

12.3. Major Equipment procurement activities expected during the current month

*Please explain in detail the major equipment procurement activities that are expected to be performed during the current month.*

## 13. CONSTRUCTION

13.1. Construction activities

*Please list all major construction activities, both planned and completed, to be performed by Seller or the EPC contractor.*

| Activity | EPC Contractor / Subcontractor | Completion Date |
|---|---|---|
| | | __/__/____ (expected / actual) |
| | | __/__/____ (expected / actual) |

13.2. Construction activities recently performed

*Please explain in detail the construction activities that were performed since the previous report.*

13.3. Construction activities expected during the current month

*Please explain in detail the construction activities are expected to be performed during the current month.*

13.4. EPC Contractor Monthly Progress Report.

*Please attach a copy of the Monthly Progress Reports received since the previous report from the EPC Contractor pursuant to the construction contract between Seller and EPC Contractor, certified by the EPC Contractor as being true and correct as of the date issued.*

## 14. INTERCONNECTION AND TRANSMISSION

14.1. Interconnection activities

*Please list all major interconnection activities, both planned and completed, to be performed by Seller or the EPC Contractor.*

| Activity | Name of EPC Contractor / Subcontractor | Completion Date |
|---|---|---|
| | | __/__/____ (expected / actual) |
| | | __/__/____ (expected / actual) |

### 14.2. Interconnection activities recently performed

*Please explain in detail the interconnection activities that were performed since the previous report.*

### 14.3. Interconnection activities expected during the current month

*Please explain in detail the interconnection activities that are expected to be performed during the current month.*

## 15. STARTUP TESTING AND COMMISSIONING

### 15.1. Startup testing and commissioning activities

*Please list all major startup testing and commissioning activities, both planned and completed, to be performed by Seller or the EPC Contractor.*

| Activity | Name of EPC Contractor / Subcontractor | Completion Date |
|---|---|---|
| | | __/__/____ (expected / actual) |
| | | __/__/____ (expected / actual) |

### 15.2. Startup testing and commissioning activities recently performed

*Please explain in detail the startup testing and commissioning activities that were performed since the previous report.*

### 15.3. Startup testing and commissioning activities expected during the current month

*Please explain in detail the startup testing and commissioning activities that are expected to be performed during the current month.*

## 16. SAFETY AND HEALTH REPORT

### 16.1. Accidents

*Please describe all Project-related accidents reported since the previous report.*

### 16.2. Work stoppages

*Please describe all Project-related work stoppages that occurred since the previous report.*

*Please describe the effect of work stoppages on the Project schedule.*

## 17. CERTIFICATION

I, _____, on behalf of and as an authorized representative of [_____], do hereby certify that any and all information contained in this Monthly Progress Report is true and accurate, and reflects, to the best of my knowledge, the current status of the construction of the Units as of the date specified below.

By:_____

Name:_____

Title:_____

Date:_____

## 18. REQUIREMENTS

Any capitalized terms used in this report which are not defined herein shall have the meaning ascribed to them in the Renewable Energy Credit Purchase and Sale Agreement by and between , ("Seller") and Pacific Gas and Electric Company dated _____, (the "Agreement").

In addition to the Remedial Action Plan requirement set forth in Section 3.9(c) of the Agreement, Seller shall review the status of each Milestone of the construction schedule for the Units and related Project and identify such matters referenced in clauses (i)-(v) below as known to Seller and which in Seller's reasonable judgment are expected to adversely affect the schedule, and with respect to any such matters, shall state the actions which Seller intends to take to ensure that the Milestones will be attained by their required dates. Such matters may include, but shall not be limited to:

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

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

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

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

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

Seller shall complete, certify, and deliver this form of Monthly Progress Report to Buyer, together with all attachments and exhibits.

For the purpose of this report, "EPC Contractor" means the contractor responsible for engineering, procurement and construction of the Project, including Seller if acting as contractor, and including all subcontractors.

**APPENDIX II**

**MILESTONES SCHEDULE**

***[Existing Facilities: Delete Appendix II]***

| Identify Milestone | Date for Completion |
|---|---|
| | |

**[To be completed by Buyer and Seller]**

**APPENDIX III**

**FORM OF CERTIFICATION FOR CONSTRUCTION START DATE**

***[Existing Facilities: Delete Appendix III]***

This certification ("Certification") of the Construction Start Date is delivered by _____ ("Seller") to Pacific Gas and Electric Company ("Buyer") in accordance with the terms of that certain Renewable Energy Credit Purchase and Sale Agreement dated _____ ("Agreement") by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer that Seller delivered to the EPC Contractor a Final Notice to Proceed on _____ (copy of Final Notice attached hereto).

_____[Seller]

By: _____

Name: _____

Title: _____

Date: _____

## APPENDIX IV

## NOTICES LIST

Name: [***Seller's Name***], a [***include place of formation and business type***] ("Seller")

All Notices: ***[Seller to complete]***

Delivery Address:
Street:
City: State: Zip:

Mail Address: (if different from above)

Attn:

Phone:
Facsimile:

DUNS:
Federal Tax ID Number:

**Invoices:**
Attn:

Phone:
Facsimile:

**Payments:**
Attn:

Phone:
Facsimile:

**Wire Transfer:**
BNK:
ABA:
ACCT:

**Credit and Collections:**
Attn:
Phone:
Facsimile:

With additional Notices of an Event of Default to Contract Manager:
Attn: _____

Name: Pacific Gas and Electric Company, a California corporation
("Buyer" or "PG&E")
All Notices:

Delivery Address:
77 Beale Street, Mail Code N12E
San Francisco, CA 94105-1702

Mail Address:
P.O. Box 770000, Mail Code N12E
San Francisco, CA 94177
Attn: Candice Chan (CWW9@pge.com)
Director, Contract Mgmt & Settlements
Phone: (415) 973-7780
Facsimile: (415) 973-5507

DUNS:
Federal Tax ID Number:

**Invoices:**
Attn: Azmat Mukhtar (ASM3@pge.com)
Manager, Electric Settlements
Phone: (415) 973-4277
Facsimile: (415) 973-2151

**Payments:**
Attn: Azmat Mukhtar (ASM3@pge.com)
Manager, Electric Settlements
Phone: (415) 973-4277
Facsimile: (415) 973-2151

**Wire Transfer:**
BNK:
ABA:
ACCT:

**Credit and Collections:**
Attn: Manager, Credit Risk Management
Phone: (415) 973-4414
Facsimile: (415) 973-7301

**Contract Manager:**

Attn: Chad Curran (CRCq@pge.com)
Manager, Contract Management

Phone: _____
Facsimile: _____

Phone: (415) 973-6105
Facsimile: (415) 972-5507

With additional Notices of an Event of Default to:

PG&E Law Department
Attn: Renewables Portfolio Standard attorney
Phone: (415) 973-4377
Facsimile: (415) 972-5952

## APPENDIX V

## SELLER DOCUMENTATION OF CONDITION PRECEDENT

Seller shall provide to Buyer, pursuant to the terms of Section 2.5(a)(iv) of the Agreement, all of the following documentation no more than five (5) Business Days following the Execution Date:

1. A copy of each of (A) the articles of incorporation, certificate of incorporation, operating agreement or similar applicable organizational document of Seller and (B) the by-laws or other similar document of Seller (collectively, "Charter Documents") as in effect on the Execution Date.

2. A certificate signed by an authorized officer of Seller, dated the Execution Date, certifying (A) that attached thereto is a true and complete copy of the Charter Documents of the Seller, as in effect at all times from the date on which the resolutions referred to in clause (B) below were adopted to and including the date of such certificate; (B) that attached thereto is a true and complete copy of resolutions duly adopted by the board of directors (or other equivalent body) or evidence of all corporate or limited liability company action, as the case may be, of Seller, authorizing the execution, delivery and performance of this Agreement, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, and (C) as to the name, incumbency and specimen signature of each officer of Seller executing this Agreement.

3. A certificate from the jurisdiction of Seller's incorporation or organization certifying that Seller is duly organized, validly existing and in good standing under the laws of such jurisdiction.

4. Evidence of Site control (e.g. lease with redacted price terms) satisfactory to Buyer.

5. Evidence of CEC Certification and Verification (pre-certification) satisfactory to Buyer.

6. A copy of the most recent financial statements (which may be unaudited) from Seller together with a certificate from the Chief Financial or equivalent officer of Seller, dated the Execution Date, to the effect that, to the best of such officer's knowledge, (A) such financial statements are true, complete and correct in all material respects and (B) there has been no material adverse change in the financial condition, operations, Properties, business or prospects of Seller since the date of such financial statements.

## APPENDIX VI

## FORM OF COMMERCIAL OPERATION CERTIFICATE
***[Existing Facilities: Delete Appendix I]***

Date: [_____]

The undersigned, [name], the [include job title] of [Seller], [include place of formation and business type], hereby delivers this certification and notice of Commercial Operation pursuant to the terms of the Renewable Energy Credit Purchase and Sale Agreement, between Pacific Gas and Electric Company, a California corporation ("PG&E"), and [Seller], dated as of [___] (the "Agreement"). Capitalized terms used herein that are not otherwise defined herein shall have their respective meanings as set forth in the Agreement.

The undersigned hereby certifies, on and as of the date hereof, that the Project has achieved Commercial Operation, is operating and able to produce and Deliver the Product to Buyer as contemplated in the Agreement.

In WITNESS WHEREOF, [Seller] has caused this Agreement to be duly executed by its authorized representative as of the date provided below:

[Seller, (include place of formation and business type)]

_____
Name: _____
Title: _____

## APPENDIX VII

***[Seller to provide the information below for each Project from which Energy may be supplied.]***

### PROJECT DESCRIPTION INCLUDING DESCRIPTION OF SITE

Project name: _____

Project site name: _____

Project physical address: _____

Total number of units at the Project (even if not all output of Product is committed to Buyer)

_____

Technology Type: _____

Parcel description for site upon which the Project is located: _____

The nameplate capacity of the Project is _____

[INSERT MAP WHICH SHOWS PROJECT LOCATION]

**APPENDIX VIII**

**FORM OF CONSENT TO ASSIGNMENT**

**CONSENT AND AGREEMENT**

This CONSENT AND AGREEMENT ("Consent and Agreement") is entered into as of [_____ __, 2___], between PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), and [_____] , as collateral agent[2] (in such capacity, "Financing Provider"), for the benefit of various financial institutions (collectively, the "Secured Parties") providing financing to [_____] ("Seller"). PG&E, Seller, and the Financing Provider shall each individually be referred to a "Party" and collectively as the "Parties".

**Recitals**

A. Pursuant to that certain Renewable Energy Credit Purchase and Sale Agreement dated as of _____, 2___ (as amended, modified, supplemented or restated from time to time, as including all related agreements, instruments and documents, collectively, the "Assigned Agreement") between PG&E and Seller, PG&E has agreed to purchase energy from Seller.

B. The Secured Parties have provided, or have agreed to provide, to Seller financing (including a financing lease) pursuant to one or more agreements (the "Financing Documents"), and require that Financing Provider be provided certain rights with respect to the "Assigned Agreement" and the "Assigned Agreement Accounts," each as defined below, in connection with such financing.

C. In consideration for the execution and delivery of the Assigned Agreement, PG&E has agreed to enter into this Consent and Agreement for the benefit of Seller.

**Agreement**

1. Definitions. Any capitalized term used but not defined herein shall have the meaning specified for such term in the Assigned Agreement.

2. Consent. Subject to the terms and conditions below, PG&E consents to and approves the pledge and assignment by Seller to Financing Provider pursuant to the **[**Security Agreement**]** of (a) the Assigned Agreement, and (b) the accounts, revenues and proceeds of the Assigned Agreement (collectively, the "Assigned Agreement Accounts").

3. Limitations on Assignment. Financing Provider acknowledges and confirms that, notwithstanding any provision to the contrary under applicable law or in any Financing Document executed by Seller, Financing Provider shall not assume, sell or otherwise dispose of the Assigned Agreement (whether by foreclosure sale, conveyance in lieu of foreclosure or otherwise) unless, on or before the date of any such assumption, sale or disposition, Financing Provider or any third party, as the case may be, assuming, purchasing or otherwise acquiring the Assigned Agreement (a) cures any and all defaults of Seller under the Assigned Agreement which are capable of being cured and which are not personal to the Seller, (b) executes and delivers to

---

[2] This form assumes that a collateral agent will hold the security on behalf of a syndicate of lenders and therefore, the consent would be signed by the collateral agent in such capacity for the benefit of the secured parties. If that is not the case, please modify.

PG&E a written assumption of all of Seller's rights and obligations under the Assigned Agreement in form and substance reasonably satisfactory to PG&E, (c) otherwise satisfies and complies with all requirements of the Assigned Agreement, (d) provides such tax and enforceability assurance as PG&E may reasonably request, and (e) is a Permitted Transferee (as defined below). Financing Provider further acknowledges that the assignment of the Assigned Agreement and the Assigned Agreement Accounts is for security purposes only and that Financing Provider has no rights under the Assigned Agreement or the Assigned Agreement Accounts to enforce the provisions of the Assigned Agreement or the Assigned Agreement Accounts unless and until an event of default has occurred and is continuing under the Financing Documents between Seller and Financing Provider (a "Financing Default"), in which case Financing Provider shall be entitled to all of the rights and benefits and subject to all of the obligations which Seller then has or may have under the Assigned Agreement to the same extent and in the same manner as if Financing Provider were an original party to the Assigned Agreement.

"Permitted Transferee" means any person or entity who is reasonably acceptable to PG&E. Financing Provider may from time to time, following the occurrence of a Financing Default, notify PG&E in writing of the identity of a proposed transferee of the Assigned Agreement, which proposed transferee may include Financing Provider, in connection with the enforcement of Financing Provider's rights under the Financing Documents, and PG&E shall, within thirty (30) business days of its receipt of such written notice, confirm to Financing Provider whether or not such proposed transferee is a "Permitted Transferee" (together with a written statement of the reason(s) for any negative determination) it being understood that if PG&E shall fail to so respond within such thirty (30) business day period such proposed transferee shall be deemed to be a "Permitted Transferee".

4. Cure Rights.

(a) Notice to Financing Provider by PG&E. PG&E shall, concurrently with the delivery of any notice of an event of default under the Assigned Agreement (each, an "Event of Default") to Seller (a "Default Notice"), provide a copy of such Default Notice to Financing Provider pursuant to Section 9(a) of this Consent and Agreement. In addition, Seller shall provide a copy of the Default Notice to Financing Provider the next business day after receipt from PG&E, independent of any agreement of PG&E to deliver such Default Notice.

(b) Cure Period Available to Financing Provider Prior to Any Termination by PG&E. Upon the occurrence of an Event of Default, subject to (i) the expiration of the relevant cure periods provided to Seller under the Assigned Agreement, and (ii) Section 4(a) above, PG&E shall not terminate the Assigned Agreement unless it or Seller provides Financing Provider with notice of the Event of Default and affords Financing Provider an Additional Cure Period (as defined below) to cure such Event of Default. For purposes of this Agreement "Additional Cure Period" means (i) with respect to a monetary default, ten (10) days in addition to the cure period (if any) provided to Seller in the Assigned Agreement, and (ii) with respect to a non-monetary default, thirty (30) days in addition to the cure period (if any) provided to Seller in the Assigned Agreement.

(c) Failure by PG&E to Deliver Default Notice. If neither PG&E nor Seller delivers a Default Notice to Financing Provider as provided in Section 4(a), the Financing Provider's applicable cure period shall begin on the date on which notice of an Event of Default is delivered to Financing Provider by either PG&E or Seller. Except for a delay in the commencement of the cure period for Financing Provider and a delay in PG&E's ability to terminate the Assigned

Agreement (in each case only if both PG&E and Seller fail to deliver notice of an Event of Default to Financing Provider), failure of PG&E to deliver any Default Notice shall not waive PG&E's right to take any action under the Assigned Agreement and will not subject PG&E to any damages or liability for failure to provide such notice.

(d) Extension for Foreclosure Proceedings. If possession of the Project (as defined in the Assigned Agreement) is necessary for Financing Provider to cure an Event of Default and Financing Provider commences foreclosure proceedings against Seller within thirty (30) days of receiving notice of an Event of Default from PG&E or Seller, whichever is received first, Financing Provider shall be allowed a reasonable additional period to complete such foreclosure proceedings, such period not to exceed ninety (90) days; provided, however, that Financing Provider shall provide a written notice to PG&E that it intends to commence foreclosure proceedings with respect to Seller within ten (10) business days of receiving a notice of such Event of Default from PG&E or Seller, whichever is received first. In the event Financing Provider succeeds to Seller's interest in the Project as a result of foreclosure proceedings, the Financing Provider or a purchaser or grantee pursuant to such foreclosure shall be subject to the requirements of Section 3 of this Consent and Agreement.

5. Assignment Subject to Defenses. Financing Provider agrees that it takes the assignment for security purposes of the Assigned Agreement and the Assigned Agreement Accounts subject to any defenses or causes of action PG&E may have against Seller.

6. No Representation or Warranty. Seller and Financing Provider each recognizes and acknowledges that PG&E makes no representation or warranty, express or implied, that Seller has any right, title, or interest in the Assigned Agreement or as to the priority of the assignment for security purposes of the Assigned Agreement or the Assigned Agreement Accounts. Financing Provider is responsible for satisfying itself as to the existence and extent of Seller's right, title, and interest in the Assigned Agreement, and Financing Provider releases PG&E from any liability resulting from the assignment for security purposes of the Assigned Agreement and the Assigned Agreement Accounts.

7. Amendment to Assigned Agreement. Financing Provider acknowledges and agrees that PG&E may agree with Seller to modify or amend the Assigned Agreement, and that PG&E is not obligated to notify Financing Provider of any such amendment or modification to the Assigned Agreement. Financing Provider hereby releases PG&E from all liability arising out of or in connection with the making of any amendment or modification to the Assigned Agreement.

8. Payments under Assigned Agreement. PG&E shall make all payments due to Seller under the Assigned Agreement from and after the date hereof to [_____], as depositary agent, to ABA No. [_____], Account No. [_____], and Seller hereby irrevocably consents to any and all such payments being made in such manner. Each of Seller, PG&E and Financing Provider agrees that each such payment by PG&E to such depositary agent of amounts due to Seller from PG&E under the Assigned Agreement shall satisfy PG&E's corresponding payment obligation under the Assigned Agreement.

9. Miscellaneous.

(a) Notices. All notices hereunder shall be in writing and shall be deemed received (i) at the close of business of the date of receipt, if delivered by hand or by facsimile or other electronic means, or (ii) when signed for by recipient, if sent registered or certified mail, postage prepaid, provided such notice was properly addressed to the appropriate address indicated on the

signature page hereof or to such other address as a party may designate by prior written notice to the other parties, at the address set forth below:

| If to Financing Provider: | |
|---|---|
| Name: | |
| Address: | |
| | |
| Attn: | |
| Telephone: | |
| Facsimile: | |
| Email: | |

| If to PG&E: | |
|---|---|
| Name: | |
| Address: | |
| | |
| Attn: | |
| Telephone: | |
| Facsimile: | |
| Email: | |

(b) No Assignment. This Consent and Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of PG&E, and shall be binding on and inure to the benefit of the Financing Provider, the Secured Parties and their respective successors and permitted transferees and assigns under the **[**loan agreement**]** and **[**security agreement**]**.

(c) No Modification. This Consent and Agreement is neither a modification of nor an amendment to the Assigned Agreement.

(d) Choice of Law. The parties hereto agree that this Consent and Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

(e) No Waiver. No term, covenant or condition hereof shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused.

(f) Counterparts. This Consent and Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

(g) No Third Party Beneficiaries. There are no third party beneficiaries to this Consent and Agreement.

(h) Severability. The invalidity or unenforceability of any provision of this Consent and Agreement shall not affect the validity or enforceability of any other provision of this Consent and Agreement, which shall remain in full force and effect.

(i) Amendments. This Consent and Agreement may be modified, amended, or rescinded only by writing expressly referring to this Consent and Agreement and signed by all parties hereto.

IN WITNESS WHEREOF, each of PG&E and Financing Provider has duly executed this Consent and Agreement as of the date first written above.

PACIFIC GAS AND ELECTRIC COMPANY
(PG&E)

By: _____
Name: _____
Title: _____

**[_____]**
(Financing Provider), as collateral agent

By: _____
Name: _____
Title: _____

**ACKNOWLEDGEMENT**

The undersigned hereby acknowledges the Consent and Agreement set forth above, makes the agreements set forth therein as applicable to Seller, including the obligation of Seller to provide a copy of any Default Notice it receives from PG&E to Financing Provider the next business day after receipt by Seller, and confirms that the Financing Provider identified above and the Secured Parties have provided or are providing financing to the undersigned.

[_____][name of Seller]

By: _____
Name: _____
Title: _____

**APPENDIX IX**

**FORM OF LETTER OF CREDIT**

***Issuing Bank Letterhead and Address***

STANDBY LETTER OF CREDIT NO. XXXXXXXX

**Date:** [insert issue date]

**Beneficiary:** Pacific Gas and Electric Company

77 Beale Street, Mail Code B28L
San Francisco, CA 94105
Attention: Credit Risk Management

**Applicant:** [Insert name and address of Applicant]

**Letter of Credit Amount:** [insert amount]

**Expiry Date:** [insert expiry date]

Ladies and Gentlemen:

By order of **[insert name of Applicant]** ("Applicant"), we hereby issue in favor of Pacific Gas and Electric Company (the "Beneficiary") our irrevocable standby letter of credit No. **[insert number of letter of credit]** ("Letter of Credit"), for the account of Applicant, for drawings up to but not to exceed the aggregate sum of U.S. $ **[insert amount in figures followed by (amount in words)]** ("Letter of Credit Amount"). This Letter of Credit is available with **[insert name of issuing bank, and the city and state in which it is located]** by sight payment, at our offices located at the address stated below, effective immediately, and it will expire at our close of business on **[insert expiry date]** (the "Expiry Date").

Funds under this Letter of Credit are available to the Beneficiary against presentation of the following documents:

1. Beneficiary's signed and dated sight draft in the form of Exhibit A hereto, referencing this Letter of Credit No. **[insert number]** and stating the amount of the demand; and

2. One of the following statements signed by an authorized representative or officer of Beneficiary:

   A. "Pursuant to the terms of the Confirmation Agreement under the Renewable Energy Credit Purchase and Sale Agreement dated **[Insert date]** between Pacific Gas and Electric Company (the "Beneficiary") and **[insert name of the counterparty to that confirmation] (the "Confirmation")** entered into under the EEI Master Agreement between the Beneficiary and **[insert name of the counterparty]** dated **[insert date of the EEI Master Agreement]** , the Beneficiary is entitled to draw under Letter of Credit No. **[insert number]** amounts owed by **[insert name of the counterparty]** under the Confirmation; or

B. "Letter of Credit No. **[insert number]** will expire in thirty (30) days or less and **[insert name of the counterparty under the Confirmation]** has not provided replacement security acceptable to the Beneficiary.

Special Conditions:

1. Partial and multiple drawings under this Letter of Credit are allowed;
2. All banking charges associated with this Letter of Credit are for the account of the Applicant;
3. This Letter of Credit is not transferable;
4. A drawing for an amount greater than the Letter of Credit Amount is allowed, however, payment shall not exceed the Letter of Credit Amount; and
5. The Expiry Date of this Letter of Credit shall be automatically extended (without an amendment hereto) for a period of one (1) year from the Expiry Date or any future Expiry Date, unless **[insert name of the counterparty under the Confirmation]** has provided replacement security acceptable to Beneficiary, or Beneficiary has returned this Letter of Credit to **[insert name of the counterparty under the Confirmation]** prior to the Expiry Date.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation, on or before the Expiry Date (or after the Expiry Date as provided below), at our offices at **[insert issuing bank's address for drawings]**.

All demands for payment shall be made by presentation of originals or copies of documents, or by facsimile transmission of documents to **[insert fax number]**, Attention: **[insert name of issuing bank's receiving department]**, with originals or copies of documents to follow by overnight mail. If presentation is made by facsimile transmission, you may contact us at **[insert phone number]** to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a presentation.

Our payments against complying presentations under this Letter of Credit will be made no later than on the sixth (6th) banking day following a complying presentation.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification. It is our individual obligation, which is not contingent upon reimbursement and is not affected by any agreement, document, or instrument between us and the Applicant or between the Beneficiary and the Applicant or any other party.

Except as otherwise specifically stated herein, this Letter of Credit is subject to and governed by the *Uniform Customs and Practice for Documentary Credits, 2007 Revision,* International Chamber of Commerce (ICC) Publication No. 600 (the "UCP 600"); provided that, if this Letter of Credit expires during an interruption of our business as described in Article 36 of the UCP 600, we will honor drafts presented in compliance with this Letter of Credit within thirty (30) days after the resumption of our business and effect payment accordingly.

The law of the State of New York shall apply to any matters not covered by the UCP 600.

For telephone assistance regarding this Letter of Credit, please contact us at **[insert number and any other necessary details]**.

Very truly yours,

**[insert name of issuing bank]**

By: _____
Authorized Signature

Name: **[print or type name]**

Title: _____

**Exhibit A SIGHT DRAFT**

TO
[INSERT NAME AND ADDRESS OF PAYING BANK]

AMOUNT: $_____ DATE: _____

AT SIGHT OF THIS DEMAND PAY TO THE ORDER OF PACIFIC GAS AND ELECTRIC COMPANY THE AMOUNT OF U.S.$_____(_____ U.S. DOLLARS)

DRAWN UNDER [INSERT NAME OF ISSUING BANK] LETTER OF CREDIT NO. XXXXXX.

REMIT FUNDS AS FOLLOWS:

[INSERT PAYMENT INSTRUCTIONS]

DRAWER

BY: _____
NAME AND TITLE

**Standard contract terms and conditions that "may not be modified" per CPUC Decision 07-11-025, and CPUC Decision 10-03-021, as modified by CPUC Decision 11-01-025, are shown in shaded text.**

# POWER PURCHASE AGREEMENT

**Between**

**PACIFIC GAS AND ELECTRIC COMPANY**
(as "Buyer")

and

_____
(as "Seller")

***Note 1: This Form of Power Purchase Agreement has been drafted specifically for deliveries from Projects located within the CAISO Balancing Authority. As provided in the 2011 RPS Solicitation Protocol, PG&E will consider Offers that propose delivery of the Product outside of the CAISO Balancing Authority. Accordingly, Participants submitting Offers from a California Location but outside of the CAISO Balancing Authority should modify the Power Purchase Agreement as necessary.***

***Note 2: This Form of Power Purchase Agreement may also be used for Short Term Offers from existing ERRs with Delivery Terms of five years or greater but less than ten years, and new ERRs with Delivery Terms of less than ten years.***

**POWER PURCHASE AGREEMENT**

**TABLE OF CONTENTS**

PREAMBLE

GENERAL TERMS AND CONDITIONS


ARTICLE ONE: GENERAL DEFINITIONS ..... 1

ARTICLE TWO: GOVERNING TERMS AND TERM ..... 24

2.1 Entire Agreement ..... 24
2.2 Interpretation ..... 24
2.3 Authorized Representatives ..... 24
2.4 Separation of Functions ..... 25
2.5 Conditions Precedent ..... 25
2.6 Term ..... 25
2.7 Binding Nature ..... 26

ARTICLE THREE: OBLIGATIONS AND DELIVERIES ..... 26

3.1 Seller's and Buyer's Obligations ..... 26
3.2 Green Attributes ..... 36
3.3 Resource Adequacy ..... 36
3.3 Reliability Obligations ..... 37
3.4 Transmission and Scheduling ..... 38
3.5 Standards of Care ..... 41
3.6 Metering ..... 42
3.7 Outage Notification ..... 42
3.8 Operations Logs and Access Rights ..... 44
3.9 New Generation Facility ..... 44

ARTICLE FOUR: COMPENSATION; MONTHLY PAYMENTS ..... 47

4.1 Price ..... 47
4.2 TOD Periods ..... 48
4.3 Capacity Factor ..... 49
4.3/4.4 TOD Factors and Monthly TOD Payment ..... 49
4.4 Excess Delivered and Deemed Delivered Energy ..... 50
4.5 CAISO Charges ..... 50
4.6 Test Period Payments ..... 51
4.7 Additional Compensation ..... 51
4.8 Capacity Price ..... 52

ARTICLE FIVE: EVENTS OF DEFAULT; PERFORMANCE REQUIREMENT; REMEDIES ..... 52

5.1 Events of Default ..... 52
5.2 Declaration of Early Termination Date ..... 54
5.3 Calculation of Termination Payment ..... 55

5.4 Notice of Payment of Termination Payment ..... 55
5.5 Disputes With Respect to Termination Payment ..... 55
5.6 Rights And Remedies Are Cumulative ..... 56
5.7 Duty to Mitigate ..... 56
5.8 Damage Payment for Failure to Achieve Guaranteed Dates ..... 56

ARTICLE SIX: PAYMENT ..... 56

6.1 Billing and Payment; Remedies ..... 56
6.2 Disputes and Adjustments of Invoices ..... 56

ARTICLE SEVEN: LIMITATIONS ..... 57

7.1 Limitation of Remedies, Liability and Damages ..... 57

ARTICLE EIGHT: CREDIT AND COLLATERAL REQUIREMENTS ..... 58

8.1 Buyer Financial Information ..... 58
8.2 Seller Financial Information ..... 58
8.3 Grant of Security Interest/Remedies ..... 58
8.4 Performance Assurance ..... 59
8.5 Letter of Credit ..... 60

ARTICLE NINE: GOVERNMENTAL CHARGES ..... 61

9.1 Cooperation ..... 61
9.2 Governmental Charges ..... 61

ARTICLE TEN: MISCELLANEOUS ..... 61

10.1 Recording ..... 61
10.2 Representations and Warranties ..... 62
10.3 Covenants ..... 64
10.4 Title and Risk of Loss ..... 64
10.5 Indemnities ..... 64
10.6 Assignment ..... 65
10.7 Confidentiality ..... 66
10.8 RPS Confidentiality ..... 67
10.9 Audit ..... 67
10.10 Insurance ..... 67
10.11 Access to Financial Information ..... 71
10.12 Governing Law ..... 71
10.13 General ..... 71
10.14 Severability ..... 72
10.15 Counterparts ..... 72
10.16 Discussions Concerning Buyer Purchase of Project ..... 72

ARTICLE ELEVEN: TERMINATION EVENTS ..... 72

11.1 Termination Events Related to [Production Tax Credit] [Energy Investment Tax Credit] ..... 72
11.2 Force Majeure Termination Event ..... 75

ARTICLE TWELVE: DISPUTE RESOLUTION ..... 77

12.1 Intent of the Parties ..... 77
12.2 Management Negotiations..... 77
12.3 Mediation ..... 78
12.4 Arbitration ..... 78

ARTICLE THIRTEEN: NOTICES..... 79

SIGNATURES ..... 80

## APPENDICES

The following Appendices constitute a part of this Agreement and are incorporated into this Agreement by reference:

Appendix I Form of Letter of Credit

Appendix II Initial Energy Delivery Date Confirmation Letter

Appendix III Milestones Schedule ***[Short Term Offers from existing ERRs: Seller to delete]***

Attachment A Form of Monthly Progress Report ***[Short Term Offers from existing ERRs: Seller to delete]***

Appendix IV Project Description Including Description of Site

Appendix V Delivery Term Contract Quantity Schedule

Appendix VI Construction Start and Commercial Operation Certification Forms and Procedures

Appendix VI-1 Construction Start Form of Certification ***[For both As-Available and Baseload, Peaking and Dispatchable Products]***

Appendix VI-2 Commercial Operation Certification Procedure ***[For As-Available Product only] [Short Term Offers from existing ERRs: Seller to revise]***

Attachment A Commercial Operation Form of Certification ***[For As-Available Product only]***

Appendix VI-2 Commercial Operation Certification Procedure and Procedure for Subsequent Capacity Testing ***[For Baseload, Peaking and Dispatchable Product only] [Short Term Offers from existing ERRs: Seller to revise]***

Appendix VII GEP Damages Calculation

Appendix VIII Notification Requirements for Available Capacity and Project Outages

Appendix IX Certification of Third Party Agreement

Appendix X Resource Adequacy ***[Short Term Offers: Seller to delete if not providing capacity]***

Appendix XI Notices List

Appendix XII Form of Consent to Assignment

Appendix XIII Seller Documentation Condition Precedent

Appendix XIV Additional Dispatchable Product Provisions and Capacity Price Terms ***[For Dispatchable Product only]***

Appendix XIV Form of Actual Availability Report ***[For As-Available Product only]***

Attachment A Form of Actual Availability Report

Appendix XV Telemetry Parameters for Wind or Solar Facility

Appendix XVI Buyer Curtailment Orders

Appendix XVII Form of Letter of Concurrence

Appendix XVIII Supplier Diversity Program

# POWER PURCHASE AGREEMENT

## PREAMBLE

This Power Purchase Agreement, together with the appendices and any other attachments referenced herein, is made and entered into between Pacific Gas and Electric Company, a California corporation ("Buyer" or "PG&E"), and [***Seller***], a [***include place of formation and business type***] ("Seller"), as of the Execution Date set forth on the signature page hereof. Buyer and Seller hereby agree to the following:

## GENERAL TERMS AND CONDITIONS

## ARTICLE ONE: GENERAL DEFINITIONS

1.1 "Actual Availability Report" has the meaning set forth in Section 3.1(l)(i) ***[For As-Available Product only]***

1.2 "Affiliate" means, with respect to any person or entity, any other person or entity (other than an individual) that (a) directly or indirectly, through one or more intermediaries, controls, or is controlled by such person or entity or (b) is under common control with such person or entity. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

1.3 "Agreement" means this Power Purchase Agreement between Buyer and Seller, which is comprised of the Preamble, these General Terms and Conditions, and all appendices, schedules and any written supplements attached hereto and incorporated herein by references, as well as all written and signed amendments and modifications thereto. For purposes of Section 10.12, the word "agreement" shall have the meaning set forth in this definition. For the purposes of Section 3.1(k)(viii), the word "contract" shall have the meaning set forth in this definition.

1.4 "Arbitration" has the meaning set forth in Section 12.3.

1.5 "As-Available Product" means a Product for which, subject to the terms of this Agreement, (a) Seller is obligated to sell and deliver and (b) Buyer is obligated to purchase and receive, the Energy component of the Product from the Project whenever such Energy is capable of being generated from the Project. ***[For As-Available Product only]***

1.6 "Availability Factor" has the meaning set forth in Appendix XIV. ***[For Dispatchable Product only]***

1.7 "Availability Performance Adjustment" has the meaning set forth in Appendix XIV. ***[For Dispatchable Product only]***

1.8 "Availability Standards" means the program set forth in Section 40.9 of the CAISO Tariff, as it may be amended, supplemented or replaced (in whole or in part) from time to time, setting forth certain standards regarding the desired level of availability for Resource Adequacy resources and possible charges and incentive payments for performance thereunder.

1.9 "Availability Workbook" has the meaning set forth in Appendix XIV. ***[For As-Available Product only]***

1.10 "Available Capacity" means the capacity from the Project, expressed in whole megawatts, that is available to generate Product. ***[For As-Available Product facilities only]***

"Available Capacity" means the expected amount of Energy to be produced from the Project, expressed in megawatts. ***[For Baseload, Peaking, or Dispatchable Product facilities and small hydro facilities]***

1.11 "Available Hours" has the meaning set forth in Appendix XIV. ***[For Dispatchable Product only]***

1.12 "Bankrupt" means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, or has any such petition filed or commenced against it and such case filed against it is not dismissed in ninety (90) days, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (e) is generally unable to pay its debts as they fall due.

1.13 "Baseload" means a Product for which the Energy delivery levels are uniform twenty-four (24) hours per day, seven (7) days per week and has a Capacity Factor (averaged over all TOD Periods) greater than or equal to eighty percent (80%). ***[For Baseload Product only]***

1.14 "Business Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall be between the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party's principal place of business where the relevant Party, in each instance unless otherwise specified, shall be the Party from whom the Notice, payment or delivery is being sent and by whom the Notice or payment or delivery is to be received.

1.15 "Buyer" has the meaning set forth in the Preamble.

1.16 "Buyer Bid Curtailment" means the occurrence of all of the following: (a) the CAISO orders, directs, or provides notice to a Party, which has the effect of requiring the Party to produce less Energy from the Project than capable of being and expected and forecasted to be produced from the Project for the applicable time period; (b) Buyer or Buyer's SC did not submit a Self-Schedule or Energy Supply Bid for the MWh subject to the reduction, or Buyer or Buyer's SC submitted an Energy Supply Bid and such Energy Supply Bid resulted in a Schedule that was less than the amount of Energy capable of being and expected and forecasted to be produced by the Project for the same period of time; and (c) no other circumstances exist that constitutes a Force Majeure and/or a Curtailment Period.

1.17 "Buyer Curtailment Order" means the instruction from Buyer to Seller to reduce generation from the Project by the amount, and for the period of time set forth in such order, for reasons unrelated to Force Majeure and/or Curtailment Order.

1.18 "Buyer Curtailment Period" means the period of time during which Seller reduces generation from the Project pursuant to (a) Buyer Bid Curtailment or (b) a Buyer Curtailment Order.

1.19 "Buyer's Notice" has the meaning set forth in Section 11.2(b)(ii).

1.20 "Buyer's WREGIS Account" has the meaning set forth in Section 3.1(k)(i).

1.21 "CAISO" means the California Independent System Operator Corporation or any successor entity performing similar functions.

1.22 "CAISO Costs" has the meaning set forth in Section 4.6(c). ***[For Baseload Product only]***

1.23 "CAISO Global Resource ID" means the number or name assigned by the CAISO to the CAISO revenue meter.

1.24 "CAISO Grid" means the system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the CAISO's operational control.

1.25 "CAISO Penalties" means any fees, liabilities, assessments, or similar charges assessed by the CAISO for (a) violation of the CAISO Tariff and all applicable protocols, WECC rules or CAISO operating instructions or orders or (b) as a result of a Party's failure to follow Good Utility Practices. In either case "CAISO Penalties" do not include the costs and charges related to Scheduling and imbalances as addressed in Section 4.5(b) of this Agreement.

1.26 "CAISO Revenues" means (a) the credits and other payments received by Buyer, as Seller's Scheduling Coordinator, as a result of test energy from the Project delivered to the real-time market by Seller during the Test Period, including revenues associated with CAISO dispatches and (b) the debits, costs, penalties and interest that are directly assigned by the CAISO to the CAISO Global Resource ID for the Project for, or attributable to, scheduling and deliveries from the Project under this Agreement.

1.27 "CAISO Tariff" means the California Independent System Operator Corporation, Fifth Replacement FERC Electric Tariff (Open Access Transmission Tariff), as it may be amended, supplemented or replaced (in whole or in part) from time to time.

1.28 "California Renewables Portfolio Standard" means the renewable energy program and policies established by California State Senate Bills 1038 and 1078, codified in California Public Utilities Code Sections 399.11 through 399.20 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

1.29 "Capacity Attributes" means any current or future defined characteristic, certificate, tag, credit, or ancillary service attribute, whether general in nature or specific as to the location or any other attribute of the Project, intended to value any aspect of the capacity of the Project to produce Energy or ancillary services, including, but not limited to, any accounting construct so that the full Contract Capacity of the Project may be counted toward a Resource Adequacy Requirement or any other measure by the CPUC, the CAISO, the FERC, or any other entity invested with the authority under federal or state Law, to require Buyer to procure, or to procure at Buyer's expense, Resource Adequacy or other such products. ***[Short Term Offers: Seller to delete if inapplicable]***

1.30 "Capacity Factor" has the meaning set forth in Section 4.3. ***[For Baseload, Peaking or Dispatchable Product only]***

1.31 "Capacity Test" has the meaning set forth in Appendix VI-2 attached hereto. ***[To be developed by Seller and Buyer] [For Baseload, Peaking or Dispatchable Product only]***

1.32 "CEC" means the California Energy Commission or its successor agency.

1.33 "CEC Certification and Verification" means that the CEC has certified (or, with respect to periods before the Project has been constructed, that the CEC has pre-certified) that the Project is an ERR for purposes of the California Renewables Portfolio Standard and that all Energy produced by the Project qualifies as generation from an ERR for purposes of the Project.

1.34 "CFannual" has the meaning set forth in Section 5.1(b)(viii). ***[For Baseload, Peaking or Dispatchable Product only]***

1.35 "Change in Availability" has the meaning set forth in Appendix XIV, (Additional Dispatchable Product Provisions and Capacity Price Terms). ***[For Dispatchable Product only]***

1.36 "Claims" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination or expiration of this Agreement.

1.37 "Commercial Operation" means the Project is operating and able to produce and deliver the Product to Buyer pursuant to the terms of this Agreement.

1.38 "Commercial Operation Date" means the date on which Seller (a) notifies Buyer that Commercial Operation has commenced and (b) provides a certification of a Licensed Professional Engineer, substantially in the form attached hereto as Attachment A to Appendix VI-2, demonstrating satisfactory completion of the Commercial Operation Certification Procedure as provided in Appendix VI-2 hereto. ***[Use this version for As-Available Product only] [Short Term Offers from existing ERRs: Seller to revise]***

"Commercial Operation Date" means the date on which Seller notifies Buyer that Commercial Operation has commenced and Buyer accepts in writing the results of Seller's initial Capacity Test report in compliance with the Commercial Operation Certification Procedure as provided in Appendix VI-2 hereto. ***[Use this version for Baseload, Peaking or Dispatchable Product only] [Short Term Offers from existing ERRs: Seller to revise]***

1.39 "Condition Precedent" means each of, or one of, the conditions set forth in Section 2.4(a)(i) through (iii) and "Conditions Precedent" shall refer to all of the conditions set forth in Section 2.4(a)(i) through (iii).

1.40 "Construction Cure Period" has the meaning set forth in Section 3.9(c)(iv). ***[Short Term Offers from existing ERRs: Seller to delete]***

1.41 "Construction Start Date" means the later to occur of the date on which Seller delivers to Buyer (a) a copy of the Notice to Proceed that Seller has delivered to the EPC Contractor for the Project, and (b) a written Certification substantially in the form attached hereto as Appendix VI-1. ***[Short Term Offers from existing ERRs: Seller to delete]***

1.42 "Contract Capacity" has the meaning set forth in Section 3.1(f).

1.43 "Contract Price" means the price to be paid by Buyer to Seller for the purchase of the Product, as specified in Section 4.1.

1.44 "Contract Quantity" means the quantity of Delivered Energy expected to be delivered by Seller during each Contract Year as set forth in Section 3.1(e).

1.45 "Contract Year" means a period of twelve (12) consecutive months. The first Contract Year shall commence on the Initial Energy Delivery Date and each subsequent Contract Year shall commence on the anniversary of the Initial Energy Delivery Date.

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

1.47 "CPUC" or "Commission or successor entity" means the California Public Utilities Commission, or successor entity.

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

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

***[Use the following version of subsection (b) for Bundled Transactions]:***

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

***[Use the following version of subsection (b) for REC-only Transactions]:***

(b) finds that any procurement pursuant to this Agreement is procurement of Renewable Energy Credits that conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation, for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 et seq.), Decision 03-06-071, or other applicable law.

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

1.49 "CPUC Mitigation Filing" has the meaning set forth in Section 11.1(c)(iii). ***[Seller to delete if Section 11.1 is inapplicable]***

1.50 "Credit Rating" means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody's. If ratings by S&P and Moody's are not equivalent, the lower rating shall apply.

1.51 "Cure" has the meaning set forth in Section 8.5(a).

1.52 "Curtailment Order" means any of the following:

(a) the CAISO, Reliability Coordinator, Balancing Authority or any other entity having similar authority or performing similar functions during the Delivery Term, orders, directs, alerts, or provides notice to a Party to curtail Energy deliveries for reasons including, but not limited to, (i) any system emergency, as defined in the CAISO Tariff ("System Emergency"), or (ii) any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes the CAISO's electric system integrity or the integrity of other systems to which the CAISO is connected;

(b) a curtailment ordered by the Participating Transmission Owner, distribution operator (if interconnected to distribution or sub-transmission system), or any other entity having similar authority or performing similar functions during the Delivery Term, for reasons including, but not limited to, (i) any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions, or (ii) any warning, forecast or anticipation of conditions or situations that jeopardize the Participating Transmission Owner's electric system integrity or the integrity of other systems to which the Participating Transmission Owner is connected;

(c) scheduled or unscheduled maintenance or construction on the Participating Transmission Owner's or distribution operator's transmission or distribution facilities that prevents (i) Buyer from receiving or (ii) Seller from delivering Delivered Energy at the Delivery Point; or

(d) a curtailment in accordance with Seller's obligations under its interconnection agreement with the Participating Transmission Owner or distribution operator.

1.53 "Curtailment Option" has the meaning set forth in Section 3.1(h)(ii).

1.54 "Curtailment Period" means the period of time during which Seller reduces generation from the Project pursuant to a Curtailment Order.

1.55 "Daily Delay Damages" means with respect to a Guaranteed Project Milestone, an amount equal to (a) the Project Development Security Amount posted as of the first date that Daily Delay Damages are payable under this Agreement with respect to such Guaranteed Project Milestone, divided by (b) 120. ***[Short Term Offers from existing ERRs: Seller to delete]***

1.56 "Damage Payment" means the dollar amount equal to (a) the amount posted as Project Development Security pursuant to Section 8.4(a)(ii) hereof, less (b) amounts collected by Buyer as Daily Delay Damages pursuant to Section 3.9(c)(iv). ***[Short Term Offers from existing ERRs: Seller to delete]***

1.57 "DA Price" means the resource specified locational marginal pricing ("LMP") price applied in the CAISO day ahead market.

1.58 "DA Scheduled Energy" means the Day-Ahead Scheduled Energy as defined in the CAISO Tariff.

1.59 "Day-Ahead Availability Notice" has the meaning set forth in Section 3.4**[**(b)**][**(c)**]**(iii)(C).

1.60 "Day-Ahead Schedule" has the meaning set forth in the CAISO Tariff.

1.61 "Declared Contract Capacity" means the generation capacity designated for the Project in Section 3.1(f), net of all auxiliary loads, station electrical uses, and Electrical Losses. ***[For Baseload, Peaking or Dispatchable Product only]***

1.62 "Deemed Delivered Energy" means **[*For As-Available Products use the following language*]** the amount of Energy expressed in MWh that the Project would have produced and delivered to the Delivery Point, but that is not produced by the Project and delivered to the Delivery Point during a Buyer Curtailment Period, which amount shall be the result of the equation provided pursuant to Section 3.1(l)(i)(G) and using relevant Project availability, weather and other pertinent data for the period of time during the Buyer Curtailment Period. **[*For Baseload Products use the following language*]** the amount of Energy expressed in MWh that the Project would have produced and delivered to the Delivery Point, but that is not produced by the Project and delivered to the Delivery Point during a Buyer Curtailment Period, which amount shall be determined by reference to the relevant Project availability and historical data provided as required pursuant to Section 3.1(l); however, in the event a Buyer's Curtailment Period occurs prior to the fifth month of the first Contract Year, the amount of historical data accumulated to date shall be sufficient.

1.63 "Deemed Delivered Energy Price" means the price to be paid by Buyer to Seller for Deemed Delivered Energy, as specified in Section 4.1(b).

1.64 "Defaulting Party" means the Party that is subject to an Event of Default.

1.65 "Deficient Month" has the meaning set forth in Section 3.1(k)(v).

1.66 "Delay" means a Permitting Delay or Transmission Delay.

1.67 "Delivered Energy" means all Energy produced from the Project as measured in MWh at the CAISO revenue meter of the Project based on a power factor of precisely one (1) and net of all Electrical Losses.

1.68 "Delivery Point" means the point at which Buyer receives Seller's Product, as identified in Section 3.1(d).

1.69 "Delivery Term" has the meaning set forth in Section 3.1(c).

1.70 "Delivery Term Security" means the Performance Assurance that Seller is required to maintain, as specified in Article Eight, to secure performance of its obligations during the Delivery Term. ***[Short Term Offers from new or existing ERRs with a Delivery Term of less than one year: Seller to delete]***

1.71 "Disclosing Party" has the meaning set forth in Section 10.7.

1.72 "Disclosure Order" has the meaning set forth in Section 10.7.

1.73 "Dispatchable" means a Product for which Energy and capacity are available to Buyer for delivery on a Day-Ahead Schedule or through the Hour-Ahead Scheduling Process as such terms are defined in the CAISO Tariff. ***[A Project providing a Dispatchable product must have a minimum run time of 8 hours or less and a minimum down time of 8 hours or less. For Dispatchable Product only]***

1.74 "Dispatched Energy" has the meaning set forth in Appendix XIV. ***[For Dispatchable Product only]***

1.75 "Dispatched Hour" has the meaning set forth in Appendix XIV. ***[For Dispatchable Product only]***

1.76 "Distribution Loss Factor" is a multiplier factor that reduces the amount of Delivered Energy produced by a Project connecting to PG&E's distribution system to account for the electrical distribution losses, including those related to distribution and transformation, occurring between the point of Interconnection, as defined in the PG&E Wholesale Distribution Tariff, at the point where PG&E's meter is physically located, and the first point of Interconnection, as defined in the CAISO Tariff, with the CAISO Grid. ***[For Projects using PG&E's distribution service instead of interconnection under the CAISO Large Generator Interconnection Service]***

1.77 "Distribution Upgrades" has the meaning set forth in the CAISO Tariff. ***[For Projects using PG&E's distribution service instead of interconnection under the CAISO Large Generator Interconnection Service]***

1.78 "DUNS" means the Data Universal Numbering System, which is a unique nine character identification number provided by Dun and Bradstreet.

1.79 "Early Termination Date" has the meaning set forth in Section 5.2.

1.80 "Effective Date" means the date on which all of the Conditions Precedent set forth in Section 2.4(a) have been satisfied or waived in writing by both Parties.

1.81 "Electrician" means any person responsible for placing, installing, erecting, or connecting any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize energy in any form or for any purpose.

1.82 "Electrical Losses" means all applicable losses, including, but not limited to, the following: (a) any transmission or transformation losses between the CAISO revenue meter and the Delivery Point; and (b) the Distribution Loss Factor, if applicable.

1.83 "Electric System Upgrades" means any Network Upgrades, Distribution Upgrades, or Interconnection Facilities that are determined to be necessary by the CAISO or Participating Transmission Owner, as applicable, to physically and electrically interconnect the Project to the Participating Transmission Owner's electric system for receipt of Energy at the

Point of Interconnection (as defined in the CAISO Tariff) if connecting to the CAISO Grid, or the Interconnection Point, if the Participating TO's electric system is not part of the CAISO Grid.

1.84 "Eligible Intermittent Resource Program" or "EIRP" means the Eligible Intermittent Resource Protocol, as may be amended from time to time, as set forth in the CAISO Tariff. ***[For EIRP-eligible facilities only]***

1.85 "Eligible Renewable Energy Resource" or "ERR" has the meaning set forth in California Public Utilities Code Section 399.12 and California Public Resources Code Section 25741, as either code provision is amended or supplemented from time to time.

1.86 "Energy" means three-phase, 60-cycle alternating current electric energy measured in MWh and net of auxiliary loads and station electrical uses (unless otherwise specified). For purposes of Section 1.122, "Green Attributes," the word "energy" shall have the meaning set forth in this definition.

1.87 "Energy Deviation(s)" means the absolute value of the difference, in MWh, in any Settlement Interval between (a) the final accepted Bid (as defined in the CAISO Tariff) submitted for the Project for the hour of the Settlement Interval divided by the number of Settlement Intervals in the hour; and (b) Delivered Energy for the Settlement Interval.

1.88 "Energy Investment Tax Credit" or "ITC" means the tax credit for "energy property" described in Section 48(a)(3)(A)(i) and 48(a)(5) of the Internal Revenue Code of 1986, as it may be amended or supplemented from time to time.

1.89 "Energy Supply Bid" has the meaning set forth in the CAISO Tariff.

1.90 "EPC Contract" means the Seller's engineering, procurement and construction contract with the EPC Contractor. ***[Short Term Offers from existing ERRs: Seller to delete]***

1.91 "EPC Contractor" means an engineering, procurement, and construction contractor, or if not utilizing an engineering, procurement and construction contractor, the entity having lead responsibility for the management of overall construction activities, selected by Seller, with substantial experience in the engineering, procurement, and construction of power plants of the same type of facility as the Seller's; provided, however, that the Seller or the Seller's affiliate(s) may serve as the EPC Contractor. ***[Short Term Offers from Existing ERRs: Seller to delete]***

1.92 "Equitable Defenses" means any bankruptcy, insolvency, reorganization or other Laws affecting creditors' rights generally and, with regard to equitable remedies, the discretion of the court before which proceedings may be pending to obtain same.

1.93 "Event of Default" has the meaning set forth in Section 5.1.

1.94 "Exclusivity Period" has the meaning set forth in Section 11.2(b)(i).

1.95 "Exempt Wholesale Generator" has the meaning provided in 18 CFR Section 366.1 ***[Delete if the Project will not be certified by the FERC as an Exempt Wholesale Generator]***

1.96 "Execution Date" means the latest signature date found on the signature page of this Agreement.

1.97 "Executive(s)" has the meaning set forth in Section 12.2(a).

1.98 "FERC" means the Federal Energy Regulatory Commission or any successor government agency.

1.99 "Final Output Report" means the unabridged and unredacted final report provided to Buyer as set forth in Section 3.9(a)(vii) concerning the Energy producing potential of the Site, inclusive of anticipated Planned Outages and Forced Outages on an annual basis, prepared by a Licensed Professional Engineer who shall be retained by Seller. The Energy producing potential of the Site as reflected in the Final Output Report may be expressed on a calendar year by calendar year basis, if necessary to reflect adjustments in such potential over time due to any anticipated degradation of the photovoltaic panels. ***[For As-Available Product only]***

1.100 "First Offer" has the meaning set forth in Section 11.2(b)(i), as applicable.

1.101 "Final True-Up" means the final payment made pursuant to this Agreement settling all invoices by the Party with an outstanding net amount due to the other Party for the Products delivered prior to the end of the Delivery Term or other amounts due pursuant to this Agreement incurred prior to the end of the Delivery Term.

1.102 "Force Majeure" means any event or circumstance which wholly or partly prevents or delays the performance of any material obligation arising under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the Party seeking to have its performance obligation(s) excused thereby, (ii) the Party seeking to have its performance obligation(s) excused thereby has taken all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such Party's ability to perform its obligations under this Agreement and which by the exercise of due diligence such Party could not reasonably have been expected to avoid and which by the exercise of due diligence it has been unable to overcome, and (iii) such event is not the direct or indirect result of the negligence or the failure of, or caused by, the Party seeking to have its performance obligations excused thereby.

(a) Subject to the foregoing, events that could qualify as Force Majeure include, but are not limited to, the following:

(i) flooding, lightning, landslide, earthquake, fire, drought, explosion, epidemic, quarantine, storm, hurricane, tornado, volcanic eruption, other natural disaster or unusual or extreme adverse weather-related events;

(ii) war (declared or undeclared), riot or similar civil disturbance, acts of the public enemy (including acts of terrorism), sabotage, blockade, insurrection, revolution, expropriation or confiscation;

(iii) except as set forth in subsection (b)(vii) below, strikes, work stoppage or other labor disputes (in which case the affected Party shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable); or

(iv) emergencies declared by the Transmission Provider or any other authorized successor or regional transmission organization or any state or federal regulator or legislature requiring a forced curtailment of the Project or making it impossible for the Transmission Provider to transmit Energy, including Energy to be delivered pursuant to this Agreement; provided that, if a curtailment of the Project pursuant to this subsection (a)(iv) would also meet the definition of a Curtailment Period, then it shall be treated as a Curtailment Period for purposes of Section 3.1(i).

(b) Force Majeure shall not be based on:

(i) Buyer's inability economically to use or resell the Product purchased hereunder;

(ii) Seller's ability to sell the Product at a price greater than the price set forth in this Agreement;

(iii) Seller's inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Project;

(iv) Seller's inability to obtain sufficient fuel, power or materials to operate the Project, except if Seller's inability to obtain sufficient fuel, power or materials is caused solely by an event of Force Majeure of the specific type described in any of subsections (a)(i) through (a)(iv) above;

(v) Seller's failure to obtain additional funds, including funds authorized by a state or the federal government or agencies thereof, to supplement the payments made by Buyer pursuant to this Agreement;

(vi) a Forced Outage except where such Forced Outage is caused by an event of Force Majeure of the specific type described in any of subsections (a)(i) through (a)(iv) above;

(vii) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller's Affiliates, [the EPC Contractor or subcontractors thereof] ***[Short Term Offers from Existing ERRs: Seller to delete bracketed language]*** or any other third party employed by Seller to work on the Project;

(viii) any equipment failure except if such equipment failure is caused solely by an event of Force Majeure of the specific type described in any of subsections (a)(i) through (a)(iv) above; or

(ix) a Party's inability to pay amounts due to the other Party under this Agreement, except if such inability is caused solely by a Force Majeure event that disables physical or electronic facilities necessary to transfer funds to the payee Party.

1.103 "Force Majeure Construction Extension" has the meaning set forth in Section 3.9(c)(iii)(A). ***[Short Term Offers from Existing ERRs: Seller to delete]***

1.104 "Force Majeure Failure" means either Force Majeure Project Failure or Force Majeure Development Failure, as applicable.

1.105 “Force Majeure Development Failure” has the meaning set forth in Section 11.2(a)(ii).

1.106 “Force Majeure Project Failure” has the meaning set forth in Section 11.2(a)(i).

1.107 “Forced Outage” means any unplanned reduction or suspension of the electrical output from the Project or unavailability of the Project in whole or in part from a Unit in response to a mechanical, electrical, or hydraulic control system trip or operator-initiated trip in response to an alarm or equipment malfunction and any other unavailability of a Unit for operation, in whole or in part, for maintenance or repair that is not a Planned Outage and not the result of Force Majeure.

1.108 “Forecasting Penalty” has the meaning set forth in Section 4.5(c)(iii), and “Forecasting Penalties” means more than one Forecasting Penalty. ***[For As-Available Product only]***

1.109 “Full Capacity Deliverability Status” has the meaning set forth in the CAISO Tariff.

1.110 "Full Capacity Deliverability Status Finding" shall mean a finding by the CAISO that the Project meets the CAISO's requirements for deliverability at the Project's Full Capacity Deliverability Status, as such term is defined in the CAISO Tariff.

1.111 “Gains” means with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of the Transaction, determined in a commercially reasonable manner, subject to Section 5.3 hereof. Factors used in determining economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties, including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, settlement prices for a comparable transaction at liquid trading platforms (e.g., NYMEX), all of which should be calculated for the remaining Delivery Term to determine the value of the Product.

1.112 “Generally Accepted Accounting Principles” means the standards for accounting and preparation of financial statements established by the Federal Accounting Standards Advisory Board (or its successor agency) or any successor standards adopted pursuant to relevant SEC rule.

1.113 “Geothermal Reservoir Report” means a report obtained by Seller from an expert independent consulting firm qualified in geothermal reservoir assessment which assesses the geothermal potential at the Site. ***[For Geothermal Projects only] [Short Term Offers from existing ERRs: Seller to delete]***

1.114 “GEP Cure” has the meaning set forth in Section 3.1(e)(ii).

1.115 “GEP Damages” has the meaning set forth in Section 3.1(e)(ii).

1.116 "GEP Failure" means Seller's failure to produce Delivered Energy in an amount equal to or greater than the Guaranteed Energy Production amount for the applicable Performance Measurement Period.

1.117 "GEP Shortfall" means the amount in MWh by which Seller failed to achieve the Guaranteed Energy Production in the applicable Performance Measurement Period.

1.118 "Good Utility Practice" has the meaning provided in the CAISO Tariff.

1.119 "Governmental Approval" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any governmental entity and shall include those siting and operating permits and licenses, and any of the foregoing under any applicable environmental Law, that are required for the construction, use and operation of the Project.

1.120 "Governmental Authority" means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question.

1.121 "Governmental Charges" has the meaning set forth in Section 9.2.

1.122 "Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;[1] (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air

---

[1] Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

1.123 "Guaranteed Commercial Operation Date" has the meaning set forth in Section 3.9(c)(iii)(B). ***[Short Term Offers from existing ERRs: Seller to revise]***

1.124 "Guaranteed Construction Start Date" has the meaning set forth in Section 3.9(c)(iii)(A). ***[Short Term Offers from existing ERRs: Seller to delete]***

1.125 "Guaranteed Energy Production" or "GEP" has the meaning set forth in Section 3.1(e). ***[For As-Available and Baseload Product only]***

1.126 "Guaranteed Project Milestones" are the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date set forth in 3.9(c)(iii). ***[Short Term Offers from existing ERR]***

1.127 "Guaranty" means a guaranty issued by an entity acceptable to Buyer and in a form acceptable to Buyer.

1.128 "Hour-Ahead Scheduling Process" has the meaning set forth in the CAISO Tariff.

1.129 "Initial Energy Delivery Date" has the meaning set forth in Section 3.1(c).

1.130 "Initial Negotiation End Date" has the meaning set forth in Section 12.2(a).

1.131 "Interconnection Customer's Interconnection Facilities" has the meaning set forth in the CAISO Tariff.

1.132 "Interconnection Facilities" has the meaning set forth in the CAISO Tariff.

1.133 "Interconnection Point" means ***[Seller to identify the physical interconnection point of the Project].***

1.134 "Interest Amount" means, with respect to an Interest Period, the amount of interest calculated as follows: (a) the sum of (i) the principal amount of Performance Assurance in the form of cash held by Buyer during that Interest Period, and (ii) the sum of all accrued and unpaid Interest Amounts accumulated prior to such Interest Period; (b) multiplied by the Interest Rate in effect for that Interest Period; (c) multiplied by the number of days in that Interest Period; (d) divided by 360.

1.135 "Interest Payment Date" means the date of returning unused Performance Assurance held in the form of cash.

1.136 "Interest Period" means the monthly period beginning on the first day of each month and ending on the last day of each month.

1.137 "Interest Rate" means the rate per annum equal to the "Monthly" Federal Funds Rate (as reset on a monthly basis based on the latest month for which such rate is available) as reported in Federal Reserve Bank Publication H.15-519, or its successor publication.

1.138 "ITC Affected Milestones" has the meaning set forth in Section 11.1(a). ***[Seller to delete if Section 11.1 is inapplicable]***

1.139 "ITC Expiration Date" means the last date on which a ***[insert generation technology***] facility can be placed in service and qualify for Energy Investment Tax Credits. ***[Seller to delete if Section 11.1 is inapplicable]***

1.140 "ITC Extension" has the meaning set forth in Section 11.1(a). ***[Seller to delete if Section 11.1 is inapplicable]***

1.141 "ITC Extension Cutoff Date" has the meaning set forth in Section 11.1(a). ***[Delete if Section 11.1 is inapplicable]***

1.142 "ITC Milestone Extension" has the meaning set forth in Section 11.1(a). ***[Delete if Section 11.1 is inapplicable]***

1.143 "ITC Review Date" has the meaning set forth in Section 11.1(a). ***[Delete if Section 11.1 is inapplicable]***

1.144 "JAMS" means JAMS, Inc. or its successor entity, a judicial arbitration and mediation service.

1.145 "Law" means any statute, law, treaty, rule, regulation, CEC guidance document, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, including any of the foregoing that are enacted, amended, or issued after the Execution Date, and which becomes effective after the Execution Date; or any binding interpretation of the foregoing. For purposes of Sections 1.46 "CPUC Approval," 1.122 "Green Attributes," 10.2(b), "Seller Representations and Warranties" and 10.12 "Governing Law", the term "law" shall have the meaning set forth in this definition.

1.146 "Letter(s) of Credit" means an irrevocable, non-transferable standby letter of credit (a) issued either by (i) a U.S. commercial bank, or (ii) a U.S. branch or subsidiary of a foreign commercial bank that meets the following conditions: (A) it has sufficient assets in the U.S. as determined by Buyer, and (B) it is acceptable to Buyer in its sole discretion; (b) for which the issuing U.S. bank, or foreign bank or subsidiary thereof, must have a Credit Rating of at least A from S&P or A2 from Moody's; and (c) the form of which must be substantially in the form as contained in Appendix I to this Agreement; provided, that, if the Letter of Credit is issued by a branch of a foreign bank, Buyer may require changes to such form.

1.147 "LGIA" means the agreement and associated documents (or any successor agreement and associated documentation approved by FERC) by and among Seller, the Participating Transmission Owner, and the CAISO governing the terms and conditions of Seller's interconnection with the Participating TO's Transmission System, including any description of the plan for interconnecting to Participating TO's Transmission System.

1.148 "LGIP" means the Large Generator Interconnection Procedures set forth in the CAISO Tariff and associated documents; provided that if the LGIP is replaced by such other successor procedures approved by FERC governing interconnection (a) to the Participating TO's Transmission System or (b) of generating facilities with an expected net capacity equal to or greater than the Project's Contract Capacity, the term "LGIP" shall then apply to such successor procedure.

1.149 "Licensed Professional Engineer" means a person acceptable to Buyer in its reasonable judgment who (a) is licensed to practice engineering in California, (b) has training and experience in the power industry specific to the technology of the Project, (c) has no economic relationship, association, or nexus with Seller or Buyer, other than to meet the obligations of Seller pursuant to this Agreement, (d) is not a representative of a consultant, engineer, contractor, designer or other individual involved in the development of the Project or of a manufacturer or supplier of any equipment installed at the Project, and (e) is licensed in an appropriate engineering discipline for the required certification being made. ***[For As-Available Product only] [Short Term Offers from existing ERRs: Seller to delete]***

1.150 "Limited Operation" means the interconnection of the Project to the CAISO Grid under a Limited Operation Plan.

1.151 "Limited Operation Plan" has the meaning set forth in Section 3.1(h)(ii).

1.152 "Limited Operations Study" has the meaning set forth in Section 3.1(h)(ii).

1.153 "Losses" means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from the termination of the Transaction, determined in a commercially reasonable manner, subject to Section 5.3 hereof. Factors used in determining the loss of economic benefit may include, without limitation, reference to information either available to it internally or supplied by one or more third parties including, without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, market price referent, market prices for a comparable transaction, forward price curves based on economic analysis of the relevant markets, settlement prices for a comparable transaction at liquid trading platforms (e.g. NYMEX), all of which should be calculated for the remaining term of the Transaction to determine the value of the Product. If the Non-Defaulting Party is the Seller, then "Losses" shall exclude any loss of Production Tax Credits, Energy Investment Tax Credits, or other federal or state tax credits, grants, or benefits related to the Project or generation therefrom.

1.154 "Lost Output" means the amount of Product that would have been generated by the Project for delivery to the Delivery Point absent any curtailments resulting from Limited Operation which amount shall be presumed to reflect the pre-determined set of output curves less any known non-transmission related Project outages or constraints.

1.155 "Manager" has the meaning set forth in Section 12.2(a).

1.156 "Milestones" means the key development activities required for the construction and operation of the Project, as set forth in Appendix III. ***[Short Term Offers from existing ERRs: Seller to delete]***

1.157 "Minimum Availability Factor" has the meaning set forth in Appendix XIV. ***[For Dispatchable Product only]***

1.158 "Mitigation Amendment" has the meaning set forth in Section 11.1(c)(ii). ***[Delete if Section 11.1 is inapplicable]***

1.159 "Mitigation Exercise Period" has the meaning set forth in Section 11.1(c)(ii). ***[Delete if Section 11.1 is inapplicable]***

1.160 "Mitigation Notice" has the meaning set forth in Section 11.1(b). ***[Delete if Section 11.1 is inapplicable]***

1.161 "Mitigation Offer" has the meaning set forth in Section 11.1(c)(i). ***[Delete if Section 11. 1 is inapplicable]***

1.162 "Mitigation Offer Deadline" has the meaning set forth in Section 11.1(b). ***[Delete if Section 11.1 is inapplicable]***

1.163 "Mitigation Option" has the meaning set forth in Section 11.1(c)(ii). ***[Delete if Section 11.1 is inapplicable]***

1.164 "Mitigation Option Approval" has the meaning set forth in Section 11.1(c)(iii). ***[Delete if Section 11.1 is inapplicable]***

1.165 "Monthly Capacity Payment" has the meaning set forth in Appendix XIV. ***[For Dispatchable Product only]***

1.166 "Monthly Progress Report" means the report similar in form and content attached hereto as Attachment A to Appendix III. ***[Short Term Offers from existing ERRs: Seller to delete]***

1.167 "Monthly Period" has the meaning set forth in Section 4.2.

1.168 "Monthly TOD Payment" has the meaning set forth in Section **[**4.3**][**4.4**]**.

1.169 "Moody's" means Moody's Investors Service, Inc., or its successor.

1.170 "MW" means megawatt (AC).

1.171 "MWh" means megawatt-hour.

1.172 "NERC" means the North American Electric Reliability Council or a successor organization that is responsible for establishing reliability criteria and protocols.

1.173 "NERC Holidays" has the meaning set forth in Section 4.2.

1.174 "Net Rated Output Capacity" means the Project's Energy production capability as measured at the CAISO revenue meter in any Capacity Test inclusive of deductions for all applicable Electrical Losses. ***[For Baseload, Peaking or Dispatchable Product only]***

1.175 "Network Upgrades" has the meaning set forth in the CAISO Tariff.

1.176 "New Generation Facility" means a project that (a) has not previously been operational and able to produce and deliver Energy to another entity or (b) must be re-powered or

expanded in order to deliver the Product pursuant to the terms set forth in this Agreement. ***[Short Term Offers from existing ERRs: Seller to delete]***

1.177 "NOAA" means National Oceanic and Atmospheric Administration or successor thereto.

1.178 "Non-Defaulting Party" has the meaning set forth in Section 5.2.

1.179 "Notice," unless otherwise specified in the Agreement, means written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic messaging (e-mail). Appendix XI contains the names and addresses to be used for Notices.

1.180 "Notice to Proceed" means the notice provided by Seller to the EPC Contractor following execution of the EPC Contract between Seller and such EPC Contractor and satisfaction of all conditions to performance of such contract, by which Seller authorizes such EPC Contractor to begin construction of the Project without any delay or waiting periods. ***[Short Term Offers from existing ERRs: Seller to delete]***

1.181 "Obligor" means the Party breaching the terms of this Agreement.

1.182 "Offer Acceptance Notice" has the meaning set forth in Section 11.1(c)(ii). ***[Delete if Section 11.1 is inapplicable]***

1.183 "Outage Notification Procedures" means the procedures specified in Appendix VIII, attached hereto. PG&E reserves the right to revise or change the procedures upon written Notice to Seller.

1.184 "Partial ITC Extension" means federal legislation providing for an extension of Energy Investment Tax Credits that would otherwise constitute an ITC Extension except that the extension is either (a) for a period of years that is less than that required under the definition of ITC Extension or (b) for a credit percentage that is less than the percentage required under the definition of ITC Extension. ***[Delete if Section 11.1 is inapplicable]***

1.185 "Partial PTC Extension" means federal legislation providing for an extension of Production Tax Credits that would otherwise constitute a PTC Extension except that the extension is either (a) for a period of years that is less than that required under the definition of PTC Extension or (b) for an amount that is less than the amount required under the definition of PTC Extension. ***[Delete if Section 11.1 is inapplicable]***

1.186 "Participating Intermittent Resource" or "PIRP" has the meaning set forth in the CAISO Tariff. ***[For As-Available Product only]***

1.187 "Participating Transmission Owner" or "Participating TO" means an entity that (a) owns, operates and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (b) has transferred to the CAISO operational control of such facilities and/or entitlements to be made part of the CAISO Grid. For purposes of this Agreement, the Participating Transmission Owner is ***[Pacific Gas and Electric Company]***.

1.188 "Party" means the Buyer or Seller individually, and "Parties" means both collectively. For purposes of Section 10.12, Governing Law, the word "party" or "parties" shall have the meaning set forth in this definition.

1.189 "Peaking" means a Product for which Energy must be delivered during hours ending 1300-2000 on Monday-Friday, excluding NERC Holidays, during June through and including September. ***[For Peaking Product only]***

1.190 "Performance Assurance" means collateral provided by Seller to Buyer to secure Seller's obligations hereunder and includes **[**Project Development Security**]** and Delivery Term Security. ***[Short Term Offers from existing ERRs: Seller to replace reference to "Project Development Security" with "Pre-Delivery Term Security"]***

1.191 "Performance Measurement Period" has the meaning set forth in Section 3.1(e). ***[For Baseload and As-Available Product only]***

1.192 "Performance Tolerance Band" shall be calculated as set forth in Section 4.5(c)(ii).

1.193 "Permitting Delay" has the meaning set forth in Section 3.9(c)(iii)(A). ***[Short Term Offers from existing ERRs: Seller to delete]***

1.194 "Permitted Extensions" means extensions to either of the Guaranteed Project Milestones due to Permitting Delay, Transmission Delay, Force Majeure Construction Extension**[**, or**][**PTC Extension**][**ITC Extension**]** as applicable to each Guaranteed Project Milestone pursuant to Section 3.9(c)(iii)(A) or (B), as applicable **[**and Section 11.1(a)**]**. ***[Seller to delete references to Section 11.1(a) and related terms, if that section is inapplicable]***

1.195 "Planned Outage" means the removal of equipment from service availability for inspection and/or general overhaul of one or more major equipment groups. To qualify as a Planned Outage, the maintenance (a) must actually be conducted during the Planned Outage, and in Seller's sole discretion must be of the type that is necessary to reliably maintain the Project, (b) cannot be reasonably conducted during Project operations, and (c) causes the generation level of the Project to be reduced by at least ten percent (10%) of the Contract Capacity.

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

1.197 "Preamble" means the paragraph that precedes Article One: General Definitions to this Agreement.

1.198 "Pre-Delivery Term Security" is the collateral required of Seller, as specified and referred to in Section 8.4(a). ***[Applicable only to Short Term Offers from existing ERRs]***

1.199 "Preschedule Day" has the meaning set forth in Section 3.4(c)(iii).

1.200 "Product" means the Energy, capacity and all ancillary products, services or attributes similar to the foregoing which are or can be produced by or associated with the Project, including, without limitation, renewable attributes, Renewable Energy Credits, [Capacity Attributes] and Green Attributes. ***[Short Term Offers: May delete bracketed text if not providing capacity]***

1.201 "Production Tax Credit" or "PTC" means the tax credit for electricity produced from certain renewable generation resources described in Section 45 of the Internal Revenue Code of 1986, as it may be amended or supplemented from time to time.

1.202 "Program Agreements" has the meaning set forth in Section 3.4(b).

1.203 "Project" means all of the Unit(s), the Site at which the generating facility is located and the other assets, tangible and intangible, that compose the generation facility, including but not limited to the assets used to connect the Unit(s) to the Interconnection Point, as more particularly described on Appendix IV. For purposes of Section 1.122, "Green Attributes," the word "project" shall have the meaning set forth in this definition.

1.204 "Project Cure Period" has the meaning set forth in Section 3.9(c)(iv). ***[Short Term Offers from existing ERRs: Seller to delete]***

1.205 "Project Development Security" is the collateral required of Seller, as specified and referred to in Section 8.4(a). ***[Short Term Offers from existing ERRs: Seller to delete]***

1.206 "Prolonged Outage" is any period of more than thirty (30) consecutive days during which the Project is or will be unable, for whatever reason, to provide at least sixty percent (60%) of the Contract Capacity.

1.207 "PTC Affected Milestones" has the meaning set forth in Section 11.1(a). ***[Delete if Section 11.1 is inapplicable]***

1.208 "PTC Expiration Date" means the last date on which a ***[insert generation technology***] facility can be placed in service and qualify for Production Tax Credits. ***[Delete if Section 11.1 is inapplicable]***

1.209 "PTC Extension" has the meaning set forth in Section 11.1(a). ***[Delete if Section 11.1 is inapplicable]***

1.210 "PTC Extension Cutoff Date" has the meaning set forth in Section 11.1(a). ***[Delete if Section 11.1 is inapplicable]***

1.211 "PTC Milestone Extension" has the meaning set forth in Section 11.1(a). ***[Delete if Section 11.1 is inapplicable]***

1.212 "PTC Review Date" has the meaning set forth in Section 11.1(a). ***[Delete if Section 11.1 is inapplicable]***

1.213 "Qualifying Facility" has the meaning provided in the Public Utility Regulatory Policies Act ("PURPA") and in regulations of the FERC at 18 C.F.R. §§ 292.201 through 292.207. ***[Delete if the Project will not be certified as a Qualifying Facility]***

1.214 "Qualifying Protocols" has the meaning set forth in Section 3.4(b). ***[For solar and hydro Projects only]***

1.215 "RA Capacity" means the maximum megawatt amount that the CAISO recognizes from a Project that qualifies for Buyer's Resource Adequacy Requirements and is

associated with the Project's Capacity Attributes. ***[Short Term Offers: Seller may delete if not providing capacity]***

1.216 "Real-Time Price" means the Resource-Specific Settlement Interval LMP as defined in the CAISO Tariff.

1.217 "Reductions" has the meaning set forth in Section 4.7(b).

1.218 "Referral Date" has the meaning set forth in Section 12.2(a).

1.219 "Reinstatement Date" has the meaning set forth in Section 11.1(c)(iv). ***[Delete if Section 11.1 is inapplicable]***

1.220 "Reinstatement Terms" has the meaning set forth in Section 11.1(c)(ii). ***[Delete if Section 11.1 is inapplicable]***

1.221 "Reliability Coordinator" has the meaning set forth in the CAISO Tariff.

1.222 "Remedial Action Plan" has the meaning provided in Section 3.9(c)(ii). ***[Short Term Offers from existing ERRs: Seller to delete]***

1.223 "Reliability Must-Run Contract" has the meaning set forth in the CAISO Tariff. ***[For Baseload, Peaking or Dispatchable Product only]***

1.224 "Renewable Energy Credit" has the meaning set forth in California Public Utilities Code Section 399.12(f) and CPUC Decision 08-08-028, as may be amended from time to time or as further defined or supplemented by Law.

1.225 "Replacement Capacity Rules" means the program set forth in the CAISO Tariff, as it may be amended, supplemented or replaced (in whole or in part) from time to time, setting forth certain requirements to replace Resource Adequacy Capacity on planned outages.

1.226 "Resource Adequacy" means the procurement obligation of load serving entities, including Buyer, as such obligations are described in CPUC Decisions D.04-10-035 and D.05-10-042 and subsequent CPUC decisions addressing Resource Adequacy issues, as those obligations may be altered from time to time in the CPUC Resource Adequacy Rulemakings (R.) 04-04-003 and (R.) 05-12-013 or by any successor proceeding, and all other Resource Adequacy obligations established by any other entity, including the CAISO. ***[Short Term Offers: Seller to delete if not providing capacity]***

1.227 "Resource Adequacy Requirements" has the meaning set forth in Section 3.3.

1.228 "Retained Revenues" has the meaning set forth in Section 3.3(b). ***[For Baseload, Peaking or Dispatchable Product only]***

1.229 "Revised Offer" has the meaning set forth in Section 11.2(b)(iii).

1.230 "S&P" means the Standard & Poor's Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor.

1.231 "Satisfaction Date" has the meaning set forth in Section 2.6.

1.232 "Schedule" has the meaning set forth in the CAISO Tariff.

1.233 "Scheduling Coordinator" or "SC" means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff, for the purposes of undertaking the functions specified in "Responsibilities of a Scheduling Coordinator", of the CAISO Tariff, as amended from time to time.

1.234 "SEC" means the U.S. Securities and Exchange Commission.

1.235 "Self-Schedule" has the meaning set forth in the CAISO Tariff.

1.236 "Seller" has the meaning set forth in the Preamble.

1.237 "Seller Excuse Hours" means those hours during which Seller is unable to schedule or deliver Delivered Energy to Buyer as a result of (a) a Force Majeure event, (b) Buyer's failure to perform, (c) Curtailment Period or (d) Buyer Curtailment Period; provided that, in the case of a Buyer Curtailment Period, for each hour in which less than 100% of the Project output is curtailed, the Seller Excuse Hours will increase by the product of (a) one hour multiplied by (b) the ratio of (i) Deemed Delivered Energy associated with that hour to (ii) the sum of Deemed Delivered Energy associated with that hour plus Delivered Energy associated with that hour.

1.238 "Seller's WREGIS Account" has the meaning set forth in Section 3.1(k)(i).

1.239 "Settlement Amount" means the amount in US$ equal to the sum of Losses, Gains, and Costs, which the Non-Defaulting Party incurs as a result of the termination of this Agreement.

1.240 "Settlement Interval" means any one of the six ten (10) minute time intervals beginning on any hour and ending on the next hour (e.g. 12:00 to 12:10, 12:10 to 12:20, etc.).

1.241 "Settlement Interval Actual Available Capacity" means the sum of the capacity, in MWs, of all generating units of the Project that were available as of the end of such Settlement Interval, as indicated by the Actual Availability Report. ***[For As-Available Product only]***

1.242 "Site" means the location of the Project as described in Appendix IV.

1.243 "System Emergency" has the meaning provided in Section 1.52 ("Curtailment Order").

1.244 "Term" has the meaning provided in Section 2.6.

1.245 "Terminated Transaction" means the Transaction terminated in accordance with Section 5.2 of this Agreement.

1.246 "Termination Payment" means the payment amount equal to the sum of (a) and (b), where (a) is the Settlement Amount and (b) is the sum of all amounts owed by the Defaulting Party to the Non-Defaulting Party under this Agreement, less any amounts owed by the Non-Defaulting Party to the Defaulting Party determined as of the Early Termination Date.

1.247 "Test Period" means the period of not more than ninety (90) consecutive days commencing on the first date that the CAISO informs Seller in writing that Seller may deliver Energy from the Project to the CAISO Grid and ending when Seller advises Buyer of the occurrence of the Initial Energy Delivery Date.

1.248 "Third-Party SC" means a qualified third party designated by Buyer to provide the Scheduling Coordinator functions for the Project pursuant to this Agreement.

1.249 "TOD" means time of delivery of Delivered Energy from Seller to Buyer.

1.250 "TOD Factors" has the meaning set forth in Section **[**4.3(a)**][**4.4(a)**]**.

1.251 "TOD Periods" has the meaning set forth in Section 4.2.

1.252 "Transaction" means the particular transaction described in its entirety in Section 3.1(b) of this Agreement.

1.253 "Transmission Delay" has the meaning set forth in Section 3.9(c)(iii)(A). ***[Short Term Offers from existing ERRs: Seller to delete]***

1.254 "Transmission Provider" means any entity or entities transmitting or transporting the Product on behalf of Seller or Buyer to or from the Delivery Point. For purposes of this Agreement the Transmission Provider is ***[CAISO]***.

1.255 "Unit" means the ***[insert technology, including any applicable model]*** used to produce the Products, which are identified in Appendix IV for the Transaction entered into under this Agreement.

1.256 "Variation(s)" means the absolute value of the difference, in MWh, in any Settlement Interval between (a) DA Scheduled Energy; and (b) Delivered Energy for the Settlement Interval. ***[For Baseload Product only]***

1.257 "WECC" means the Western Electricity Coordinating Council or successor agency.

1.258 "WREGIS" means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

1.259 "WREGIS Certificate Deficit" has the meaning set forth in Section 3.1(k)(v).

1.260 "WREGIS Certificates" has the same meaning as "Certificate" as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

1.261 "WREGIS Operating Rules" means those operating rules and requirements adopted by WREGIS as of June 4, 2007, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.262 "Work" means (a) work or operations performed by a Party or on a Party's behalf, and (b) materials, parts or equipment furnished in connection with such work or operations, including (i) warranties or representations made at any time with respect to the fitness,

quality, durability, performance or use of "a Party's work", and (ii) the providing of or failure to provide warnings or instructions.

## ARTICLE TWO: GOVERNING TERMS AND TERM

2.1 Entire Agreement. This Agreement, together with the Preamble and each and every appendix, attachment, amendment, schedule and any written supplements hereto, if any, between the Parties constitutes the entire, integrated agreement between the Parties.

2.2 Interpretation. The following rules of interpretation shall apply in addition to those set forth in Section 10.13:

(a) The term "month" shall mean a calendar month unless otherwise indicated, and a "day" shall be a 24-hour period beginning at 12:00:01 a.m. Pacific Prevailing Time and ending at 12:00:00 midnight Pacific Prevailing Time; provided that a "day" may be 23 or 25 hours on those days on which daylight savings time begins and ends.

(b) Unless otherwise specified herein, all references herein to any agreement or other document of any description shall be construed to give effect to amendments, supplements, modifications or any superseding agreement or document as then existing at the applicable time to which such construction applies.

(c) Capitalized terms used in this Agreement, including the appendices hereto, shall have the meaning set forth in Article One, unless otherwise specified.

(d) Unless otherwise specified herein, references in the singular shall include references in the plural and vice versa, pronouns having masculine or feminine gender will be deemed to include the other, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal personality). Other grammatical forms of defined words or phrases have corresponding meanings.

(e) References to a particular article, section, subsection, paragraph, subparagraph, appendix or attachment shall, unless specified otherwise, be a reference to that article, section, subsection, paragraph, subparagraph, appendix or attachment in or to this Agreement.

(f) Any reference in this Agreement to any natural person, Governmental Authority, corporation, partnership or other legal entity includes its permitted successors and assigns or to any natural person, Governmental Authority, corporation, partnership or other legal entity succeeding to its functions.

(g) All references to dollars are to U.S. dollars.

(h) The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation.

2.3 Authorized Representatives. Each Party shall provide Notice to the other Party of the persons authorized to nominate and/or agree to a schedule or dispatch order for the delivery or acceptance of the Product or make other Notices on behalf of such Party and specify the scope

of their individual authority and responsibilities, and may change its designation of such persons from time to time in its sole discretion by providing Notice.

2.4 Separation of Functions. The Parties acknowledge that this Agreement is between (a) Seller and (b) Buyer acting solely in its merchant function. The Parties further acknowledge that they have no rights against each other or obligations to each other under this Agreement with respect to any relationship between the Parties in which PG&E is acting in its capacity as Participating Transmission Owner, including, but not limited to, orders or instructions relating to Electric System Upgrades and/or Curtailment Periods.

2.5 Conditions Precedent.

(a) Conditions Precedent. Subject to Section 2.7 hereof, the Term shall not commence until the occurrence of all of the following:

(i) This Agreement has been duly executed by the authorized representatives of each of Buyer and Seller;

(ii) CPUC Approval has been obtained; and

(iii) Buyer receives a final and non-appealable order of the CPUC that finds that Buyer's entry into this Agreement is reasonable and that payments to be made by Buyer hereunder are recoverable in rates.

(b) Failure to Meet All Conditions Precedent. If the Conditions Precedent set forth in Sections 2.5(a)(ii) and (iii) are not satisfied or waived in writing by both Parties on or before two hundred forty (240) days from the date on which Buyer files this Agreement for CPUC Approval, then either Party may terminate this Agreement effective upon receipt of Notice by the other Party. Neither Party shall have any obligation or liability to the other, including for a Termination Payment or otherwise, by reason of such termination.

2.6 Term. (a) The term shall commence upon the satisfaction of the Conditions Precedent set forth in Section 2.5(a) of this Agreement and shall remain in effect until the conclusion of the Delivery Term unless terminated sooner pursuant to Sections 2.5(b), 5.2, **[**Section 11.1(d)**]** ***[Delete bracketed language if Section 11.1 is inapplicable]*** or Section 11.2 of this Agreement (the "Term"); provided that this Agreement shall thereafter remain in effect (i) until the Parties have fulfilled all obligations with respect to the Transaction, including payment in full of amounts due pursuant to the Final True-Up, the Settlement Amount, or other damages (whether directly or indirectly such as through set-off or netting) and the undrawn portion of the **[**Project Development Security**]** or Delivery Term Security, as applicable, is released and/or returned as applicable (the "Satisfaction Date") or (ii) in accordance with the survival provisions set forth in subpart (b) below. ***[Short Term Offers from existing ERRs: Seller to replace reference to "Project Development Security" with "Pre-Delivery Term Security"]***

(b) Notwithstanding anything to the contrary in this Agreement, (i) all rights under Section 10.5 (Indemnities) and any other indemnity rights shall survive the Satisfaction Date or the end of the Term (whichever is later) for an additional twelve (12) months; (ii) all rights and obligations under Section 10.7 (Confidentiality) shall survive the Satisfaction Date or the end of the Term (whichever is later) for an additional two (2) years; and (iii) the right of first offer in Section 11.2(b) shall survive the Satisfaction Date for three (3) years.

2.7 Binding Nature.

(a) Upon Execution Date. This Agreement shall be effective and binding as of the Execution Date only to the extent required to give full effect to, and enforce, the rights and obligations of the Parties under:

(i) Sections [3.9(a)(vi),] 5.1(a)(iv)-(v), and 5.1(b)(v) ***[Short Term Offers from existing ERRs: Seller to delete bracketed text]***;

(ii) Section 5.1(a)(ii) only with respect to Section 10.2, and Section 5.1(a)(iii) only with respect to the Sections identified in this Section 2.7;

(iii) Sections 5.2 through 5.7;

(iv) Sections 8.3, 8.4(a)(i), 8.4(b), and 8.5;

(v) Sections 10.2, 10.6 through 10.8, and Sections 10.12 through 10.15; and

(vi) Articles One, Two, Seven, Twelve and Thirteen.

(b) Upon Effective Date. This Agreement shall be in full force and effect, enforceable and binding in all respects, upon occurrence of the Effective Date.

## ARTICLE THREE: OBLIGATIONS AND DELIVERIES

3.1 Seller's and Buyer's Obligations.

(a) Product. The Product to be delivered and sold by Seller and received and purchased by Buyer under this Agreement is an **[**As-Available**] [**Baseload**] [**Peaking**] [**Dispatchable**]** Product. ***[Seller to select applicable Product]***

(b) Transaction. Unless specifically excused by the terms of this Agreement during the Delivery Term, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Product at the Delivery Point, and Buyer shall pay Seller the Contract Price in accordance with the terms of this Agreement. In no event shall Seller have the right (i) to procure any element of the Product from sources other than the Project for sale or delivery to Buyer under this Agreement except with respect to Energy delivered to Buyer in connection with Energy Deviations or Variations, as applicable, or (ii) sell Product from the Project to a third party other than in connection with Energy Deviations or Variations, as applicable. Buyer shall have no obligation to receive or purchase Product from Seller prior to or after the Delivery Term, except during the Test Period. Seller shall be responsible for any costs or charges imposed on or associated with the Product or its delivery of the Product up to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the Product after its receipt at and from the Delivery Point. Seller shall comply with Buyer's Supplier Diversity Program in accordance with Appendix XVIII. Each Party agrees to act in good faith in the performance of its obligations under this Agreement.

(c) Delivery Term. The Parties shall specify and agree to the period of Product delivery for the "Delivery Term," as defined herein, by checking one of the following boxes:

☐ Delivery shall be for a period of ten (10) Contract Years.

☐ Delivery shall be for a period of fifteen (15) Contract Years.

☐ Delivery shall be for a period of twenty (20) Contract Years.

☐ Non-standard Delivery shall be for a period of ____ Contract Years.

***[Short Term Offers: Seller to indicate non-standard Delivery Term and insert number of Contract Years or fraction thereof in the case of a new ERR]*** As used herein, "Delivery Term" shall mean the period of Contract Years specified above beginning on the first date that Seller delivers Product to Buyer from the Project ("Initial Energy Delivery Date") in connection with this Agreement and continuing until the end of the ***[insert term to correspond to term checked above]*** Contract Year unless terminated as provided by the terms of this Agreement. The Initial Energy Delivery Date shall occur as soon as practicable once all of the following have been satisfied: (A) the Commercial Operation Date has occurred; (B) Buyer shall have received and accepted the Delivery Term Security in accordance with the relevant provisions of Article Eight of the Agreement, as applicable; (C) Seller shall have obtained the requisite CEC Certification and Verification for the Project; **[**and**]** (D) all of the applicable Conditions Precedent in Section 2.5(a) of the Agreement have been satisfied or waived in writing**[**, and (E) Buyer shall have received written notice from the CAISO that the Project is certified as a Participating Intermittent Resource to the extent such status is available at such time as the conditions in subsections (A) through (D) of this Section 3.1(c) are satisfied, unless directed by Buyer, in its sole discretion, to not participate in such program. If subsection (E) is applicable, Seller shall obtain such certification no later than one hundred twenty (120) days following the Commercial Operation Date.**]** As evidence of the Initial Energy Delivery Date, the Parties shall execute and exchange the "Initial Energy Delivery Date Confirmation Letter" attached hereto as Appendix II on the Initial Energy Delivery Date. ***[Subsection (E) applicable to Solar, Wind, or Hydro Projects only]***

(d) Delivery Point. The Delivery Point shall be the PNode designated by the CAISO for the Project.

(e) Contract Quantity **[**and Guaranteed Energy Production**]**. ***[Peaking and Dispatchable Offers should delete the bracketed language in this heading]***

(i) Contract Quantity. The Contract Quantity during each Contract Year is the amount set forth in the applicable Contract Year in the "Delivery Term Contract Quantity Schedule," attached hereto as Appendix V**,** which amount is inclusive of outages**.** ***[Seller shall provide the Contract Quantity amount listed in its Offer on the worksheet in the Bid Offer Forms applicable to the Product. For a Baseload Product, the minimum qualifying Contract Quantity is equivalent to an 80 percent Capacity Factor. For a Peaking Product, the minimum qualifying Contract Quantity is equivalent to a 95 percent Capacity Factor.]***

***[Use the following bracketed language for As-Available Product delivered by all facilities]***

**[**(ii) Guaranteed Energy Production.

(A) Throughout the Delivery Term, Seller shall be required to deliver to Buyer no less than the Guaranteed Energy Production over two (2) consecutive Contract Years during the Delivery Term ("Performance Measurement Period"). "Guaranteed Energy Production" means an amount of Delivered Energy, as measured in MWh, equal to the

product of (x) and (y), where (x) is one hundred sixty percent (160%) of the Contract Quantity ***[Photovoltaic facilities only to use the then-applicable Contact Quantities for the Performance Measurement Period]***, and (y) is the difference between (I) and (II), with the resulting difference divided by (I), where (I) is the number of hours in the applicable Performance Measurement Period and (II) is the aggregate number of Seller Excuse Hours in the applicable Performance Measurement Period. Guaranteed Energy Production is described by the following formula:

Guaranteed Energy Production = (160% * Contract Quantity in MWh) * [(Hrs in Performance Measurement Period – Seller Excuse Hrs) / Hrs in Performance Measurement Period] **]**

***[Use the following bracketed language for Baseload Product only]***

**[**(ii) Guaranteed Energy Production.

(A) Throughout the Delivery Term, Seller shall be required to deliver to Buyer no less than the Guaranteed Energy Production in each Contract Year during the Delivery Term ("Performance Measurement Period"). "Guaranteed Energy Production" means an amount of Delivered Energy, as measured in MWh, equal to the product of (x) and (y), where (x) is ninety percent (90%) of the Contract Quantity, and (y) is the difference between (I) and (II), with the resulting difference divided by (I), where (I) is the number of hours in the applicable Performance Measurement Period and (II) is the aggregate number of Seller Excuse Hours in the applicable Performance Measurement Period. Guaranteed Energy Production is described by the following formula:

Guaranteed Energy Production = (90% * Contract Quantity in MWh) * [(Hrs in Performance Measurement Period – Seller Excuse Hrs) / Hrs in Performance Measurement Period]

(B) In no event shall any Delivered Energy in any hour that exceeds the Contract Capacity be credited toward or added to Seller's Guaranteed Energy Production requirement.**]**

***[Use the following subpart (B) to Section 3.1(e)(ii) for both As-Available and Baseload Products and all technologies]***

(B)

(I) If Seller has a GEP Failure, then within forty-five (45) days after the last day of the last month of such Performance Measurement Period, Buyer shall promptly notify Seller of such failure. Seller may cure the GEP Failure by delivering to Buyer no less than ninety percent (90%) of the Contract Quantity over the next following Contract Year ("GEP Cure"). If Seller fails to generate sufficient Delivered Energy to make the GEP Cure for a given Performance Measurement Period, Seller shall pay GEP Damages, calculated pursuant to Appendix VII (GEP Damages Calculation).

(II) The Parties agree that the damages sustained by Buyer associated with Seller's failure to achieve the Guaranteed Energy Production requirement would be difficult or impossible to determine, or that obtaining an adequate remedy would be unreasonably time consuming or expensive and therefore agree that Seller shall pay the GEP Damages to Buyer as liquidated damages. In no event shall Buyer be obligated to pay GEP Damages.

(III) After the GEP Cure period has run, if Seller has not achieved the GEP Cure, Buyer shall have forty-five (45) days to notify Seller of such failure. Within forty-five (45) days of the end of the GEP Cure period, Buyer shall provide Notice to Seller in writing of the amount of the GEP Damages, if any, which Seller shall pay within sixty (60) days of receipt of the Notice. If Seller does not pay the GEP Damages within the sixty (60) day time period, Buyer may, at its option, declare an Event of Default pursuant to Section 5.1(b)(vi)(A) within ninety (90) days after the expiration of Seller's sixty (60) day GEP Cure period. If Buyer does not (1) notify Seller of the GEP Failure or (2) declare an Event of Default pursuant to Section 5.1(b)(vi) within the ninety (90) day period, if Seller has failed to pay the GEP Damages, then Buyer shall be deemed to have waived its right to declare an Event of Default based on Seller's failure with respect to the Performance Measurement Period which served as the basis for the notice of GEP Failure, GEP Damages, or default, subject to the limitations set forth in Section 5.1(b)(vi)(B).

***[Use the following version of Section 3.1(f) Contract Capacity for As-Available Product only]***

**[**(f) Contract Capacity. The generation capability designated for the Project shall be **[____]** MW net of all auxiliary loads, station electrical uses, and Electrical Losses (the "Contract Capacity"). Throughout the Delivery Term, Seller shall sell and Schedule all Product produced by the Project solely to Buyer and in no event shall Buyer be obligated to receive or pay for, in any hour, any Delivered Energy that exceeds the Contract Capacity**.]**

***[Use the following version of Section 3.1(f) Contract Capacity/Declared Contract Capacity/Net Rated Output Capacity for Baseload, Peaking or Dispatchable Product only]***

**[**(f) Contract Capacity/Declared Contract Capacity/Net Rated Output Capacity.

(i) Contract Capacity; Declared Contract Capacity. The capacity of the Project at any time shall be the lower of the following: (A) **[____]** MW of Declared Contract Capacity or (B) the Net Rated Output Capacity of the Project (the "Contract Capacity"). Throughout the Delivery Term, Seller shall sell all Product produced by the Project solely to Buyer and in no event shall Buyer be obligated to receive or pay for, in any hour, any Product, as measured by Delivered Energy that exceeds the Contract Capacity.

(ii) Net Rated Output Capacity Testing. Buyer shall have the right to request a Capacity Test as set forth in Appendix VI-2, to determine the Net Rated Output Capacity. The resulting Net Rated Output Capacity shall remain in effect until the next Capacity Test requested by Buyer. Appendix VI-2 sets forth the agreements of Buyer and Seller with respect to the performance of Capacity Tests.**]**

***[Use the following version of Section 3.1(g) Project for As-Available Product only]***

**[**(g) Project.

(i) All Product provided by Seller pursuant to this Agreement shall be supplied from the Project only. Seller shall not make any alteration or modification to the Project which results in a change to the Contract Capacity or the anticipated output of the Project without Buyer's prior written consent. The Project is further described in Appendix IV.

(ii) Seller shall not relinquish its possession or demonstrable exclusive right to control the Project without the prior written consent of Buyer, except under circumstances provided in Section 10.6. Seller shall be deemed to have relinquished possession of the Project if after the Commercial Operation Date Seller has ceased work on the Project or ceased production and delivery of Product for a consecutive thirty (30) day period and such cessation is not a result of a Force Majeure event or direct action of Buyer.**]**

***[Use the following version of Section 3.1(g) Project for Baseload, Peaking or Dispatchable Product only]***

**[**(g) Project.

(i) All Product provided by Seller pursuant to this Agreement shall be supplied from the Project only. Seller shall not make any alteration or modification to the Project which results in a change to the Net Rated Output Capacity or the anticipated output of the Project without Buyer's prior written consent. The Project is further described in Appendix IV.

(ii) Seller shall not relinquish its possession or demonstrable exclusive right to control the Project without the prior written consent of Buyer, except under circumstances provided in Section 10.6. Seller shall be deemed to have relinquished possession of the Project if after the Commercial Operation Date Seller has ceased work on the Project or ceased production and delivery of Product for a consecutive thirty (30) day period and such cessation is not a result of a Force Majeure event or direct action of Buyer.**]**

(h) Interconnection Facilities.

(i) Seller Obligations. Seller shall (A) arrange and pay independently for any and all necessary costs under any interconnection agreement with the Participating Transmission Owner; (B) cause the Interconnection Customer's Interconnection Facilities, including metering facilities to be maintained; (C) comply with the procedures set forth in the LGIP and applicable agreements or procedures provided under the LGIP in order to obtain the applicable Electric System Upgrades and (D) obtain Electric System Upgrades, as needed, in order to ensure the safe and reliable delivery of Energy from the Project up to and including quantities that can be produced utilizing all of the Contract Capacity of the Project during the times at which such delivery is anticipated under this Agreement.

***[The following provision applies only to Projects that may require Network Upgrades in order to provide Energy to PG&E at the Delivery Point]***

(ii) Limited Operation.

(A) If in accordance with the LGIP Seller is notified by the Participating Transmission Owner or CAISO that the Participating Transmission Owner's Interconnection Facilities or Network Upgrades are not reasonably expected to be completed prior to the Guaranteed Commercial Operation Date, then within thirty (30) days of Seller's receipt of such notification Seller shall request that the Participating Transmission Operator or CAISO, as applicable, conduct a study, at Seller's expense, of limited operation as provided in the LGIA ("Limited Operations Study"). Seller shall promptly provide the results of the Limited Operations Study to Buyer. If the Limited Operations Study provides that the Project can be interconnected to the CAISO Grid on the basis set forth in the LGIA ("Limited Operation Plan")

by ***[insert target date, which must be the same as the planned date of interconnection to the CAISO Grid]*** then Buyer shall have the right, but not the obligation, to pay Seller the Contract Price for the Lost Output (the "Curtailment Option"). If Buyer elects to exercise the Curtailment Option, then Seller must agree to pursue the Limited Operation Plan and interconnect the Project to the CAISO Grid under that plan.

(B) Regardless of whether Buyer exercises the Curtailment Option, Seller shall, at its sole expense, pursue diligently the timely completion of all necessary Electric System Upgrades as set forth in Section 3.1(h)(i) above.

(iii) Coordination with Buyer. Seller shall (A) provide to Buyer copies of all material correspondence related thereto; and (B) provide Buyer with written reports of the status of the LGIA and Electric System Upgrades, if applicable, on a monthly basis. The foregoing shall not preclude Seller from executing an LGIA that it reasonably determines allows it to comply with its obligations under this Agreement and applicable Law.

(i) Performance Excuses.

(i) Seller Excuses. Seller shall be excused from achieving the Guaranteed Energy Production **[**and the Capacity Factor**]** ***[As-Available Offers: delete bracketed language]*** for the applicable time period during Seller Excuse Hours.

(ii) Buyer Excuses. The performance of Buyer to receive and/or pay for the Product shall be excused only (A) during periods of Force Majeure, (B) by Seller's failure to perform, (C) during Curtailment Periods or (D) during Buyer Curtailment Periods.

(iii) Curtailment. Notwithstanding Section 3.1(b) and this Section 3.1(i), Seller shall reduce output from the Project during any Curtailment Period or Buyer Curtailment Periods.

(iv) No Excuse. Except for a failure or curtailment resulting from a Force Majeure or during a Curtailment Period, the failure of electric transmission or distribution service shall not excuse performance with respect to either Party for the delivery or receipt of Energy to be provided under this Agreement.

(j) Greenhouse Gas Emissions Reporting. During the Term, Seller acknowledges that a Governmental Authority may require Buyer to take certain actions with respect to greenhouse gas emissions attributable to the generation of Energy, including, but not limited to, reporting, registering, tracking, allocating for or accounting for such emissions. Promptly following Buyer's written request, Seller agrees to take all commercially reasonable actions and execute or provide any and all documents, information or instruments with respect to generation by the Project reasonably necessary to permit Buyer to comply with such requirements, if any. ***[For certain Projects, including those for which emissions may exceed 10,000 metric tons of carbon dioxide equivalent (mtCO2e) in any given calendar year of the Term, additional reporting requirements may be required.]***

(k) WREGIS. Seller shall, at its sole expense, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Renewable Energy Credits corresponding to all Delivered Energy are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred in a timely manner to Buyer for Buyer's sole benefit. Seller shall transfer the

Renewable Energy Credits to Buyer even if Buyer does not accept and/or pay for the underlying energy per Section 3.1(f) [or pays less than the Contract Price for Delivered Energy per Section 4.6(c).] ***[Delete bracketed text for As-Available Product]*** Seller shall comply with all Laws, including, without limitation, the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates. Seller shall be deemed to have satisfied the warranty in Section 3.1(k)(viii), provided that Seller fulfills its obligations under Sections 3.1(k)(i) through (vii) below. In addition:

(i) Prior to the Initial Energy Delivery Date, Seller shall register the Project with WREGIS and establish an account with WREGIS ("Seller's WREGIS Account"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "Forward Certificate Transfers" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("Buyer's WREGIS Account"). Seller shall be responsible for all expenses associated with registering the Project with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

(ii) Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

(iii) Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the Delivered Energy for such calendar month as evidenced by the Project's metered data.

(iv) Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Article 6, Buyer shall make an invoice payment for a given month in accordance Article 6 before the WREGIS Certificates for such month are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 3.1(k). Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Article 6.

(v) A "WREGIS Certificate Deficit" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the Delivered Energy for the same calendar month ("Deficient Month"). If any WREGIS Certificate Deficit is caused, or the result of any action or inaction, by Seller, then the amount of Delivered Energy in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for the purposes of calculating Buyer's payment(s) to Seller under Article 6 and the Guaranteed Energy Production for the applicable Performance Measurement Period. Any amount owed by Seller to Buyer because of a WREGIS Certificate Deficit shall be made as an adjustment to Seller's next monthly invoice to Buyer in accordance with Article 6, and Buyer shall net such amount against Buyer's subsequent payment(s) to Seller pursuant to Article 6.

(vi) Without limiting Seller's obligations under this Section 3.1(k), if a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission.

(vii) If WREGIS changes the WREGIS Operating Rules after the Execution Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 3.1(k) after the Execution Date, the Parties promptly shall modify this Section 3.1(k) as reasonably required to cause and enable Seller to transfer to Buyer's WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the Delivered Energy in the same calendar month.

(viii) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

(l) Access to Data and Installation and Maintenance of Weather Station.

(i) Commencing on the first date on which the Project generates Product to be delivered to the CAISO Grid or the Delivery Point, if different, and continuing throughout the Term, Seller shall provide to Buyer, in a form reasonably acceptable to Buyer, the data set forth below on a real-time basis; provided that Seller shall agree to make and bear the cost of changes to any of the data delivery provisions below, as requested by Buyer, throughout the Term, which changes Buyer determines are necessary to forecast output from the Project:

(A) read-only access to meteorological measurements, ***[Include the following bracketed language for solar photovoltaic Projects only]*** **[**inverter**],** transformer availability, any other facility availability information, and, if applicable, all parameters necessary for use in the equation under item (G) of this list;

(B) read-only access to energy output information collected by the supervisory control and data acquisition (SCADA) system for the Project; provided that if Buyer is unable to access the Project's SCADA system, then upon written request from Buyer, Seller shall provide energy output information and meteorological measurements to Buyer in 1-minute intervals in the form of a flat file to Buyer through a secure file transport protocol (FTP) system with an e-mail back up for each flat file submittal;

(C) read-only access to the Project's CAISO revenue meter and all Project meter data at the Site;

(D) full, real time access to the Project's Scheduling and Logging for the CAISO (SLIC) client application;

(E) net plant electrical output at the CAISO revenue meter;

**[*Subparts (F) through (G) below shall only apply to wind and solar facilities]***

(F) instantaneous data measurements at sixty (60) second or increased frequency for the parameters set forth in Appendix XV (Telemetry Parameters for Wind or Solar Facilities), which measurements shall be provided by Seller to Buyer in consolidated data report at least once every five minutes via flat file through a secure file transport protocol (FTP) system with an e-mail backup; and

(G) an equation, updated on an ongoing basis to reflect the potential generation of the Project as a function of ***[Include the following bracketed language in solar Projects only]*** **[**solar insolation, panel temperature, wind speed, and, if applicable, wind

direction**]** ***[Include the following bracketed language in wind Projects only]*** **[**wind speed, wind direction, ambient temperature, atmospheric pressure***]***. Such equation shall take into account the expected availability of the facility.

***[Include the following bracketed language for As-Available Product only]*** **[**For any month in which the above information and access was not available to Buyer for longer than twenty-four (24) continuous hours, Seller shall prepare and provide to Buyer upon Buyer's request a report with the Project's monthly Settlement Interval Actual Available Capacity in the form set forth in Appendix XIV ("Actual Availability Report"). Upon Buyer's request, Seller shall promptly provide to Buyer any additional and supporting documentation necessary for Buyer to audit and verify any matters set forth in the Actual Availability Report.**]** Buyer shall exercise commercially reasonable efforts to notify Seller of any deficiency by Seller in meeting the requirements of this Section 3.1(l)(i); provided that any failure by Buyer to provide such deficiency notice shall not result in any additional liability to Buyer under this Agreement.

(ii) Buyer reserves the right to validate the data provided pursuant to Section 3.1(l)(i) with information publicly available from NOAA and nearby weather stations and substitute such data for its settlement purposes if Seller's data is inconsistent with the publicly available data or is missing; provided that Buyer shall notify Seller promptly of Buyer's substitution of such data.

(iii) Seller shall maintain at least a minimum of one hundred twenty (120) days' historical data for all data required pursuant to Section 3.1(l)(i), which shall be available on a minimum time interval of one hour basis or an hourly average basis, except with respect to the meteorological measurements which shall be available on a minimum time interval of ten (10) minute basis. Seller shall provide such data to Buyer within five (5) Business Days of Buyer's request.

***[The following Section 3.1(l)(iv-vi) applies to As-Available Product only]***

**[**(iv) Installation, Maintenance and Repair.

(A) Seller, at its own expense, shall install and maintain **[**one (1)**]** **[**__(__)**]** ***[Solar and wind Projects should insert a number, at least one (1) based on capacity of the Project and square mileage and topography of the Site. For wind Projects include one (1) per 5 square miles, unless Buyer determines that fewer meteorological stations are required]*** stand-alone meteorological station**[**s**]** at the Site to monitor and report the meteorological data required in Section 3.1(l)(i) of this Agreement. Seller, at its own expense, shall install and maintain a secure communication link in order to provide Buyer with access to the data required in Section 3.1(l)(i) of this Agreement.

(B) Seller shall maintain the meteorological stations, telecommunications path, hardware, and software necessary to provide accurate data to Buyer or Third-Party SC (as applicable). Seller shall promptly repair and replace as necessary such meteorological stations, telecommunications path, hardware and software and shall notify Buyer as soon as Seller learns that any such telecommunications paths, hardware and software are providing faulty or incorrect data.

(C) If Buyer notifies Seller of the need for maintenance, repair or replacement of the meteorological stations, telecommunications path, hardware or

software, Seller shall maintain, repair or replace such equipment as necessary within five (5) days of receipt of such Notice.

(D) For any occurrence in which Seller's telecommunications system is not available or does not provide quality data and Buyer notifies Seller of the deficiency or Seller becomes aware of the occurrence, Seller shall transmit data to Buyer through any alternate means of communication (i.e., cellular communications from onsite personnel, facsimile, blackberry or equivalent mobile e-mail) until the telecommunications link is re-established.

(v) Seller agrees and acknowledges that Buyer may seek and obtain from third parties any information relevant to its duties as SC for Seller, including from the Participating Transmission Operator. Seller hereby voluntarily consents to allow the Participating Transmission Operator to share Seller's information with Buyer in furtherance of Buyer's duties as SC for Seller, and agrees to provide the Participating Transmission Owner with written confirmation of such voluntary consent at least ninety (90) days prior to the Initial Energy Delivery Date.

(vi) No later than ninety (90) days before the Initial Energy Delivery Date, Seller shall provide one (1) year, if available, but no less than six (6) months, of recorded meteorological data to Buyer in a form reasonably acceptable to Buyer from a weather station at the Site. Such weather station shall provide, via remote access to Buyer, all data relating to (A) ***[Include the following bracketed language for solar Projects only]*** **[**total global horizontal irradiance, plane of array or direct normal insolation as is applicable for project type, air temperature, wind speed and direction, precipitation, barometric pressure, visibility in fog areas (forward scatter sensor) and humidity at the Site**]** ***[Include the following bracketed language for wind Projects only]*** **[**wind speed and direction, standard deviation of wind direction, air temperature, barometric pressure, and humidity at the Site**]**, as well as time-average data including 10-minute and hourly values of irradiance or insolation, air temperature, wind speed, wind direction, standard deviation of wind direction, relative humidity, precipitation, barometric pressure ***[Include the following bracketed language only if winter season output of solar Project is an issue]*** **[**and visibility in fog areas**]**; (B) elevation, latitude and longitude of the weather station; and (C) any other data reasonably requested by Buyer.**]**

(m) Prevailing Wage. (i) Seller shall use reasonable efforts to ensure that all Electricians hired by Seller, and its contractors and subcontractors are paid wages at rates not less than those prevailing for Electricians performing similar work in the locality as provided by Division 2, Part 7, Chapter 1 of the California Labor Code. Nothing herein shall require Seller, its contractors and subcontractors to comply with, or assume liability created by other inapplicable provisions of the California Labor Code. (ii) To the extent applicable, Seller shall comply with the prevailing wage requirements of California Public Utilities Code Section 399.14, subdivision (h).

(n) Obtaining and Maintaining CEC Certification and Verification. Seller shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Certification and Verification throughout the Term.

(o) Buyer Curtailment Requirements.

(i) Order and Limit. Buyer shall have the right to order Seller to reduce generation from the Project pursuant to a Buyer Curtailment Order or cause Seller to be

required to reduce generation from the Project pursuant to a Buyer Bid Curtailment, provided that (A) a Buyer Curtailment Period shall be for no more than _____ ***[insert number of hours not less than 250]*** hours cumulatively per Contract Year (which may be consecutive or non-consecutive); (B) a Buyer Curtailment Order shall be consistent with the operational characteristics set forth in Appendix XVI; and (C) Buyer shall pay Seller for Deemed Delivered Energy pursuant to Article 4. Seller agrees to reduce the Project's generation by the amount and for the period set forth in the Buyer Curtailment Order.

(ii) Failure to Comply. If Seller fails to comply with a Buyer Curtailment Order or Buyer Bid Curtailment provided in compliance with Section 3.1(o)(i), then, for each MWh of Delivered Energy that the Project generated in contradiction to the Buyer Curtailment Order or Buyer Bid Curtailment, Seller shall pay Buyer the greater of: (A) 200% of the Contract Price for such hours plus any penalties or other charges resulting from Seller's failure to comply with the Buyer Curtailment Order; or (B) the absolute value of the CAISO Real-Time Price for the applicable PNode for such hours plus any penalties or other charges resulting from Seller's failure to comply with the Buyer Curtailment Order or Buyer Bid Curtailment.

3.2 Green Attributes. Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

***[Section 3.3 Resource Adequacy below applies to As-Available Product only] [Short Term Offers: Seller to delete Section if inapplicable]***

[3.3 Resource Adequacy.

(a) During the Delivery Term, Seller grants, pledges, assigns and otherwise commits to Buyer all of the Project's Contract Capacity, including Capacity Attributes, from the Project to enable Buyer to meet its Resource Adequacy or successor program requirements, as the CPUC, CAISO or other regional entity may prescribe ("Resource Adequacy Requirements"). Seller agrees that during the Delivery Term Seller shall, at a minimum, comply with the terms set forth in Appendix X to enable Buyer to use all of the capacity, including Capacity Attributes, to be committed by Seller to Buyer pursuant to this Agreement to meet Buyer's Resource Adequacy Requirements. Compliance with the foregoing shall include Full Capacity Deliverability Status Finding by the CAISO.

(b) Seller shall be responsible for all costs, charges, expenses, penalties, and obligations resulting from Availability Standards, if applicable, and Seller shall be entitled to retain all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards, if applicable.

(c) Buyer shall be responsible for all costs, charges, expenses, penalties, and obligations resulting from the Replacement Capacity Rules, if applicable, provided that Seller has given Buyer Notice of the outages subject to the Replacement Capacity Rules at least ninety (90) days before the first day of the month for which the outage will occur. If Seller fails to provide such Notice, then Seller shall be responsible for all costs, charges, expenses, penalties, and obligations resulting from the Replacement Capacity Rules for such outage.

(d) To the extent Seller has an exemption from the Availability Standards or the Replacement Capacity Rules under the CAISO Tariff, Sections 3.3(b) and 3.3(c) above shall not apply. If Seller would like to request an exemption for this Agreement from the CAISO, Seller shall provide to Buyer, as Seller's Scheduling Coordinator, Notice specifically requesting that Buyer seek certification or approval of this Agreement as an exempt contract pursuant to the CAISO Tariff; provided that Buyer's failure to obtain such exemption shall not be an Event of Default and Buyer shall not have any liability to Seller for such failure.**]**

***[Section 3.3 Reliability Obligations below applies to Baseload, Peaking or Dispatchable Product only] [Short Term Offers: Seller to delete section if inapplicable]***

**[**3.3 Reliability Obligations.

(a) Resource Adequacy. During the Delivery Term, Seller grants, pledges, assigns and otherwise commits to Buyer all of the Project's Contract Capacity, including Capacity Attributes, from the Project to enable Buyer to meet its Resource Adequacy or successor program requirements, as the CPUC, CAISO or other regional entity may prescribe ("Resource Adequacy Requirements"). Seller agrees that during the Delivery Term Seller shall, at a minimum, comply with the terms set forth in Appendix X to enable Buyer to use all of the capacity, including Capacity Attributes, to be committed by Seller to Buyer pursuant to this Agreement to meet Buyer's Resource Adequacy Requirements. Compliance with the foregoing shall include Full Capacity Deliverability Status Finding by the CAISO.

(b) Reliability Must-Run Contract Obligation. Seller with an existing RMR Contract will assign all of the proceeds of any RMR Contract affecting the Project to Buyer, except as provided below. Buyer shall retain all revenues from said RMR Contract, except for Monthly Surcharge Payments, the CAISO Repair Share, and Motoring Charges for Ancillary Services Dispatch ("Retained Revenues"), as each is defined in the applicable RMR Contract, all of which shall be remitted to Seller. If Seller thereafter enters into any new RMR Contract affecting the Project, Seller shall assign the revenues from such RMR Contract, except for Retained Revenues, to Buyer. If the CAISO and/or Seller wish to negotiate an RMR Contract that pertains to Unit(s) under this Agreement that are not covered by an RMR Contract as of the date of the Execution Date of this Agreement, Seller shall include Buyer in any such negotiations.

(c) Seller shall be responsible for all costs, charges, expenses, penalties, and obligations resulting from Availability Standards, if applicable, and Seller shall be entitled to retain all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards, if applicable.

(d) Buyer shall be responsible for all costs, charges, expenses, penalties, and obligations resulting from the Replacement Capacity Rules, if applicable, provided that Seller has given Buyer Notice of the outages subject to the Replacement Capacity Rules at least ninety (90) days before the first day of the month for which the outage will occur. If Seller fails to provide such Notice, then Seller shall be responsible for all costs, charges, expenses, penalties, and obligations resulting from the Replacement Capacity Rules for such outage.

(e) To the extent Seller has an exemption from the Availability Standards or the Replacement Capacity Rules under the CAISO Tariff, Sections 3.3(c) and 3.3(d) above shall not apply. If Seller would like to request an exemption for this Agreement from the CAISO, Seller shall provide to Buyer, as Seller's Scheduling Coordinator, Notice specifically requesting that Buyer seek certification or approval of this Agreement as an exempt contract pursuant to the

CAISO Tariff; provided that Buyer's failure to obtain such exemption shall not be an Event of Default and Buyer shall not have any liability to Seller for such failure.**]**

3.4 Transmission and Scheduling.

(a) Transmission.

(i) Seller's Transmission Service Obligations. As of the Test Period and during the Delivery Term:

(A) Seller shall arrange and pay independently for any and all necessary electrical interconnection, distribution and/or transmission (and any regulatory approvals required for the foregoing), sufficient to allow Seller to deliver the Product to the Delivery Point for sale pursuant to the terms of this Agreement. Seller's interconnection, distribution and/or transmission arrangements shall provide for Full Capacity Deliverability Status as of the Initial Delivery Date and throughout the Delivery Term.

(B) Seller shall bear all risks and costs associated with such transmission service, including, but not limited to, any transmission outages or curtailment to the Delivery Point.

(C) Seller shall fulfill all contractual, metering and applicable interconnection requirements, including those set forth in the Participating Transmission Owner's applicable tariffs, the CAISO Tariff and implementing CAISO standards and requirements, so as to be able to deliver Energy to the CAISO Grid.

(ii) Buyer's Transmission Service Obligations. Subject to Section 3.1(i)(ii) and Section 3.1(i)(iii), as of the Test Period and during the Delivery Term,

(A) Buyer shall arrange and be responsible for transmission service at and from the Delivery Point.

(B) Buyer shall bear all risks and costs associated with such transmission service, including, but not limited to, any transmission outages or curtailment from the Delivery Point.

(C) Buyer shall Schedule or arrange for Scheduling Coordinator services with its Transmission Providers to receive the Product at the Delivery Point.

(D) Buyer shall be responsible for all CAISO costs and charges, electric transmission losses and congestion at and from the Delivery Point.

***[The following Section (b) EIRP Requirements applies to intermittent resources only]***

***[***(b) EIRP Requirements. Unless the Project is not EIRP-eligible or as otherwise directed by Buyer pursuant to Section 3.1(c)(E), (i) Seller shall provide Buyer with a copy of the notice from CAISO certifying the Project as a Participating Intermittent Resource as soon as practicable after Seller's receipt of such notice of certification, (ii) as of the first date of the Test Period and until the Project receives certification as a Participating Intermittent Resource, Seller, at its sole cost, shall comply with EIRP and additional protocols issued by the CAISO for Eligible Intermittent Resources, and (iii) throughout the Delivery Term, Seller, at its

sole cost, shall participate in and comply with EIRP and all additional protocols issued by the CAISO for a Participating Intermittent Resource. If the EIRP is no longer made available by the CAISO or if Buyer directs Seller not to participate in such program, then throughout the Delivery Term, Seller, at its sole cost, shall participate in and comply with all other protocols, rules or regulations issued by the CAISO for generating facilities providing energy on an intermittent basis. Throughout the Delivery Term, Buyer in its limited capacity as Seller's Scheduling Coordinator shall facilitate communication with the CAISO and provide other administrative materials to CAISO as necessary to satisfy Seller's obligations as Seller's Scheduling Coordinator and to the extent such actions are at *de minimis* cost to Buyer.***]***

**[**(b)**][**(c)**]** Scheduling Coordinator. Buyer shall act as the Scheduling Coordinator for the Project. In that regard, Buyer and Seller shall agree to the following:

(i) Designation as Scheduling Coordinator.

(A) At least ninety (90) days before the beginning of the Test Period Seller shall take all actions and execute and deliver to Buyer all documents necessary to authorize or designate Buyer, or Third-Party SC, as Seller's Scheduling Coordinator, and Buyer or Third-Party SC, as applicable, shall take all actions and execute and deliver to Seller or CAISO all documents necessary to become and act as Seller's Scheduling Coordinator. If Buyer designates a Third-Party SC, then Buyer shall give Seller Notice of such designation at least ten (10) Business Days before the Third-Party SC assumes Scheduling Coordinator duties hereunder, and Seller shall be entitled to rely on such designation until it is revoked or a new Third-Party SC is appointed by Buyer upon similar Notice. Buyer shall be fully responsible for all acts and omissions of Third-Party SC and for all cost, charges and liabilities incurred by Third-Party SC to the same extent that Buyer would be responsible under this Agreement for such acts, omissions, costs, charges and liabilities if taken, omitted or incurred by Buyer directly.

(B) Seller shall not authorize or designate any other party to act as Scheduling Coordinator, nor shall Seller perform, for its own benefit, the duties of Scheduling Coordinator during the Test Period and Delivery Term.

(ii) Buyer's Responsibilities as Scheduling Coordinator. Buyer or Third-Party SC shall comply with all obligations as Seller's Scheduling Coordinator under the CAISO Tariff and shall conduct all Scheduling in full compliance with the terms and conditions of this Agreement and the applicable CAISO Tariff, all requirements of EIRP (if applicable) and protocols and scheduling practices for Energy on a Day-Ahead basis or pursuant to the Hour-Ahead Scheduling Process, as such terms are defined in the CAISO Tariff.

(iii) Available Capacity Forecasting. Seller shall provide the Available Capacity forecasts described below. ***[The following bracketed language applies to As-Available solar or wind Projects only]*** **[**Seller's availability forecasts below shall include Project availability and updated status of ***[Include the bracketed language that follows for solar Projects only]*** **[**photovoltaic panels, inverters, transformers, and any other equipment that may impact availability**]** or ***[Include the bracketed language that follows for wind Projects only]*** **[**transformers, wind turbine unit status, and any other equipment that may impact availability**]]**. To avoid Forecasting Penalties set forth in Section 4.5(c)(ii), Seller shall use commercially reasonable efforts to forecast the Available Capacity of the Project accurately and to transmit such information in a format reasonably acceptable to Buyer. Buyer and Seller shall agree upon reasonable changes to the requirements and procedures set forth below from time-to-time, as necessary to comply with CAISO Tariff changes, accommodate changes to their respective

generation technology and organizational structure and address changes in the operating and Scheduling procedures of Buyer, Third-Party SC (if applicable) and the CAISO, including but not limited to automated forecast and outage submissions.

(A) Annual Forecast of Available Capacity. No later than (I) the earlier of July 1 of the first calendar year following the Execution Date or one hundred and eighty (180) days before the first day of the first Contract Year of the Delivery Term ("First Annual Forecast Date"), if applicable, and (II) on or before July 1 of each calendar year for every subsequent Contract Year during the Delivery Term, Seller shall provide to Buyer and Third-Party SC (if applicable) a non-binding forecast of the hourly Available Capacity for each day in each month of the following calendar year in a form reasonably acceptable to Buyer.

(B) Monthly Forecast of Available Capacity. Ten (10) Business Days before the beginning of the Test Period, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer and Third-Party SC (if applicable) a non-binding forecast of the hourly Available Capacity for each day of the following month in a form reasonably acceptable to Buyer.

(C) Daily Forecast of Available Capacity. During the Test Period and thereafter during the Delivery Term, Seller or Seller's agent shall provide a binding day ahead forecast of Available Capacity (the "Day-Ahead Availability Notice") to Buyer or Third-Party SC (as applicable) via Buyer's internet site, as provided in Appendix VIII, for each day no later than fourteen (14) hours before the beginning of the "Preschedule Day" (as defined by the WECC) for such day. ***[The following bracketed language applies to Baseload Product only]*** [The capacity forecasted in the Day-Ahead Availability Notice will be the scheduled output of the Project.] The current industry standard Preschedule Day timetable in the WECC is as follows:

(1) Monday – Preschedule Day for Tuesday
(2) Tuesday – Preschedule Day for Wednesday
(3) Wednesday – Preschedule Day for Thursday
(4) Thursday – Preschedule Day for Friday and Saturday
(5) Friday – Preschedule Day for Sunday and Monday

Exceptions to this standard Monday through Friday Preschedule Day timetable are presently set forth by the WECC in order to accommodate holidays, monthly transitions and other events. Exceptions are posted on the WECC website (www.wecc.biz) under the document title, "Preschedule Calendar." Each Day-Ahead Availability Notice shall clearly identify, for each hour, Seller's forecast of all amounts of Available Capacity pursuant to this Agreement. If the Available Capacity changes by at least one (1) MW (AC) as of a time that is less than fourteen (14) hours prior to the Preschedule Day but prior to the CAISO deadline for Day-Ahead Schedules, then Seller must notify Buyer of such change by telephone and shall send a revised notice to Buyer's Internet site set forth in Appendix VIII. Such Notices shall contain information regarding the beginning date and time of the event resulting in the change in Available Capacity, the expected end date and time of such event, the expected Available Capacity in MW (AC), and any other necessary information.

Day-Ahead Desk
Primary Telephone: (415) 973-6222
Backup Telephone: (415) 973-4500

If Seller fails to provide Buyer with a Day-Ahead Availability Notice as required herein, then, (I) until Seller provides a Day-Ahead Availability Notice, Buyer may rely on the most recent Day-Ahead Forecast of Available Capacity submitted by Seller to Buyer and Seller and (II) to the extent Seller's failure contributes to an imbalance charge, Seller shall be subject to the Forecasting Penalties set forth in Section 4.5(c)(ii).

(D) Hourly Forecast of Available Capacity. During the Test Period and thereafter during the Delivery Term, Seller shall notify Buyer of any changes in Available Capacity of one (1) MW (AC) or more, whether due to Forced Outage, Force Majeure or other cause, as soon as reasonably possible, but no later than one (1) hour before Buyer or Third-Party SC (as applicable) is required to submit Schedules to the CAISO in accordance with the Hour-Ahead Scheduling Process. If the Available Capacity changes by at least one (1) MW as of a time that is less than one (1) hour prior to the Hour-Ahead Schedule Process deadline, but before such deadline, then Seller must likewise notify Buyer. Such Notices shall contain information regarding the beginning date and time of the event resulting in the change in Available Capacity, the expected end date and time of such event, the expected Available Capacity in MW (AC), and any other information required by the CAISO or reasonably requested by Buyer. With respect to any Forced Outage, Seller shall use commercially reasonable efforts to notify Buyer of such outage Within ten (10) minutes of the commencement of the Forced Outage. Seller shall inform Buyer of any developments that will affect either the duration of such outage or the availability of the Project during or after the end of such outage. These notices and changes to Available Capacity shall be communicated by telephone to Buyer's Real-Time Desk and shall be sent to Buyer's internet site as set forth in Appendix VIII:

Real-Time Desk
Primary Telephone: (415) 973-4500

(iv) Replacement of Scheduling Coordinator.

(A) At least ninety (90) days prior to the end of the Delivery Term, or as soon as practicable before the date of any termination of this Agreement prior to the end of the Delivery Term, Seller shall take all actions necessary to terminate the designation of Buyer or the Third-Party SC, as applicable, as Seller's SC. These actions include (I) submitting to the CAISO a designation of a new SC for Seller to replace Buyer or the Third-Party SC (as applicable); (II) causing the newly-designated SC to submit a letter to the CAISO accepting the designation; and (III) informing Buyer and the Third-Party SC (if applicable) of the last date on which Buyer or the Third-Party SC (as applicable) will be Seller's SC.

(B) Buyer shall submit, or if applicable cause the Third-Party SC to submit, a letter to the CAISO identifying the date on which Buyer (or Third-Party SC, as applicable) resigns as Seller's SC on the first to occur of either (I) thirty (30) days prior to the end of the Delivery Term or (II) the date of any early termination of this Agreement.

3.5 Standards of Care.

(a) General Operation. Seller shall comply with all applicable requirements of Law, the CAISO, NERC and WECC relating to the Project (including those related to construction, ownership and/or operation of the Project).

(b) CAISO and WECC Standards. Each Party shall perform all generation, scheduling and transmission services in compliance with all applicable (i) operating policies,

criteria, rules, guidelines, tariffs and protocols of the CAISO, (ii) WECC scheduling practices and (iii) Good Utility Practices.

(c) Reliability Standard. Seller agrees to abide by (i) CPUC General Order No. 167, "Enforcement of Maintenance and Operation Standards for Electrical Generating Facilities", and (ii) all applicable requirements regarding interconnection of the Project, including the requirements of the interconnected Participating Transmission Owner.

3.6 Metering. All output from the Project per the terms of this Agreement must be delivered through a single CAISO revenue meter and that meter must be dedicated exclusively to the Project described herein. All Product purchased under this Agreement must be measured by the Project's CAISO revenue meter to be eligible for payment under this Agreement. Seller shall bear all costs relating to all metering equipment installed to accommodate the Project. In addition, Seller hereby agrees to provide all meter data to Buyer in a form acceptable to Buyer, and consents to Buyer obtaining from the CAISO the CAISO meter data applicable to the Project and all inspection, testing and calibration data and reports. Seller shall grant Buyer the right to retrieve the meter reads from the CAISO Operational Meter Analysis and Reporting (OMAR) web and/or directly from the CAISO meter(s) at the Project site. If the CAISO makes any adjustment to any CAISO meter data for a given time period, Seller agrees that it shall submit revised monthly invoices, pursuant to Section 6.2, covering the entire applicable time period in order to conform fully such adjustments to the meter data. Seller shall submit any such revised invoice no later than thirty (30) days from the date on which the CAISO provides to Seller such binding adjustment to the meter data.

3.7 Outage Notification.

(a) CAISO Approval of Outage(s). Buyer is responsible for securing CAISO approvals for Project outages, including securing changes in its outage schedules when CAISO disapproves Buyer's schedules or cancels previously approved outages. Buyer shall put forth commercially reasonable efforts to secure and communicate CAISO approvals for Project outages in a timely manner to Seller. Buyer is responsible for entering Project outages in the Scheduling and Logging system for the CAISO (SLIC).

(b) Planned Outages. During the Delivery Term, Seller shall notify Buyer of its proposed Planned Outage schedule for the Project for the following calendar year by complying with the Annual Forecast of Available Capacity described in [Section 3.4(c)(iii)(A)] ***[Applies to intermittent facilities only]*** [3.4(b)(iii)(A)] ***[Applies to all facilities other than intermittent facilities]*** and implementing the notification procedures set forth in Appendix VIII no later than August 1st of each year during the Delivery Term. The Planned Outage schedule is subject to Buyer's approval, which approval may not be unreasonably withheld or conditioned. Seller shall also confirm or provide updates to Buyer regarding the Planned Outage no later than fourteen (14) days prior to each Planned Outage. Seller shall not conduct Planned Outages during the months of January, June through September, and December. During all other months, Seller shall not schedule Planned Outages without the prior written consent of Buyer, which consent may not be unreasonably withheld or conditioned. Seller shall contact Buyer with any requested changes to the Planned Outage schedule if Seller believes the Project must be shut down to conduct maintenance that cannot be delayed until the next scheduled Planned Outage consistent with Good Utility Practices. Seller shall not change its Planned Outage schedule without Buyer's approval, not to be unreasonably withheld or conditioned. Seller shall not substitute Energy from any other source for the output of the Project during a Planned Outage. Subject to Section 3.7(a), after any Planned Outage has been scheduled, at any time up to the commencement of work for

the Planned Outage, Buyer may direct that Seller change its outage schedule as ordered by CAISO. For non-CAISO ordered changes to a Planned Outage schedule requested by Buyer, Seller shall notify Buyer of any incremental costs associated with such schedule change and an alternative schedule change, if any, that would entail lower incremental costs. If Buyer agrees to pay the incremental costs, Seller shall use commercially reasonable efforts to accommodate Buyer's request.

(c) Forced Outages. Seller shall notify Buyer of a Forced Outage within ten (10) minutes of the commencement of the Forced Outage and in accordance with the notification procedures set forth in Appendix VIII. Buyer shall put forth commercially reasonable efforts to submit such outages to CAISO.

(d) Prolonged Outages. Seller shall notify Buyer of a Prolonged Outage as soon as practicable in accordance with the notification provisions in Appendix VIII. Seller shall notify Buyer in writing when the Project is again capable of meeting its Contract Quantity on a *pro rata* basis also in accordance with the notification provisions in Appendix VIII. Seller shall not substitute Energy from any other source for the output of the Project during a Prolonged Outage.

(e) Force Majeure. Prior to the expiration of the of the second full Business Day subsequent to the commencement of an event of Force Majeure, the non-performing Party shall provide the other Party with oral notice of the event of Force Majeure, and within two (2) weeks of the commencement of an event of Force Majeure the non-performing Party shall provide the other Party with Notice in the form of a letter describing in detail the particulars of the occurrence giving rise to the Force Majeure claim. Failure to provide timely Notice constitutes a waiver of a Force Majeure claim. Seller shall not substitute Products from any other source for the output of the Project during an outage resulting from Force Majeure. The suspension of performance due to a claim of Force Majeure must be of no greater scope and of no longer duration than is required by the Force Majeure. Buyer shall not be required to make any payments for any Products that Seller fails to deliver or provide as a result of Force Majeure during the term of a Force Majeure.

(f) Communications with CAISO. Buyer or Third-Party SC, in coordination with Seller, shall be responsible for all outage coordination communications with CAISO outage coordination personnel and CAISO operations management, including submission to CAISO of updates of outage plans, submission of clearance requests, and all other outage-related communications.

(g) Changes to Operating Procedures. Notwithstanding any language to the contrary contained in Sections 3.4, 3.6, 3.7 or 3.8 or Appendix VIII, Seller understands and acknowledges that the specified access to data and installation and maintenance of weather stations, transmission and scheduling mechanisms, metering requirements, Outage Notification Procedures and operating procedures described in the above-referenced sections are subject to change by Buyer from time to time and, upon receipt of Notice of any such changes, Seller agrees to work in good faith to implement any such changes as reasonably deemed necessary by Buyer; provided that such change does not result in an increase cost of performance to Seller hereunder other than *de minimis* amounts.

3.8 Operations Logs and Access Rights.

(a) Operations Logs. Seller shall maintain a complete and accurate log of all material operations and maintenance information on a daily basis. Such log shall include, but not be limited to, information on power production, **[**fuel consumption**,]** efficiency, availability, maintenance performed, outages, results of inspections, manufacturer recommended services, replacements, electrical characteristics of the generators, control settings or adjustments of equipment and protective devices. Seller shall provide this information electronically to Buyer within thirty (30) days of Buyer's request. ***[Bracketed language for applicable Baseload Product only]***

(b) Access Rights. Buyer, its authorized agents, employees and inspectors shall have the right of ingress to and egress from the Project on reasonable advance notice during normal business hours and for any purposes reasonably connected with this Agreement or the exercise of any and all rights secured to Buyer by Law, or its tariff schedules, PG&E Interconnection Handbook, Electric Rule 21 (if PG&E is the Participating Transmission Owner), and rules on file with the CPUC. Buyer shall make reasonable efforts to coordinate its emergency activities with the Safety and Security Departments, if any, of the Project operator. Seller shall keep Buyer advised of current procedures for contacting the Project operator's Safety and Security Departments.

3.9 New Generation Facility. ***[Short Term Offers from existing ERRs: Seller to delete Section 3.9]***

(a) Seller, at no cost to Buyer, shall be responsible to:

(i) Design and construct the Project.

(ii) Perform all studies, pay all fees, obtain all necessary approvals and execute all necessary agreements to secure the interconnection and transmission arrangements required pursuant to Section 3.4(a)(i).

(iii) Acquire all permits and other approvals necessary for the construction, operation, and maintenance of the Project.

(iv) Complete all environmental impact studies necessary for the construction, operation, and maintenance of the Project.

(v) At Buyer's request, provide to Buyer Seller's electrical specifications and design drawings pertaining to the Project for Buyer's review prior to finalizing design of the Project and before beginning construction work based on such specifications and drawings. Seller shall provide to Buyer reasonable advance Notice of any changes in the Project and provide to Buyer specifications and design drawings of any such changes.

(vi) Within fifteen (15) days after the close of each month from the first month following the Execution Date until the Commercial Operation Date, provide to Buyer a Monthly Progress Report and agree to regularly scheduled meetings between representatives of Buyer and Seller to review such monthly reports and discuss Seller's construction progress. The Monthly Progress Report shall indicate whether Seller has met or is on target to meet the Milestones.

***[The following bracketed Section 3.9(a)(vii) applies to As-Available Products only]***

***[***(vii) Provide to Buyer a copy of the Final Output Report, and any updates thereafter for the time period beginning on the Effective Date and ending on the last day of the first Contract Year, as applicable.***]***

***[The following Section 3.9(a)(vii) applies to geothermal Projects only]***

**[**(vii) Provide to Buyer copies of all Geothermal Reservoir Reports and any revisions thereto, for the time period beginning on the Effective Date and ending on the last day of the first Contract Year.**]**

(b) Buyer shall have the right, but not the obligation, to:

(i) Notify Seller in writing of the results of the review within thirty (30) days of Buyer's receipt of all specifications for the Project, including a description of any flaws perceived by Buyer in the design.

(ii) Inspect the Project's construction site or on-site Seller data and information pertaining to the Project during business hours upon reasonable notice.

(c) Construction Milestones.

(i) Milestones. The Parties agree time is of the essence in regards to the Agreement. As such, the Parties also agree certain Milestones must be achieved in a timely fashion or Buyer will suffer damages. Seller shall provide Buyer with any requested documentation to support the achievement of Milestones within ten (10) Business Days of receipt of such request by Seller.

(ii) Remedial Action Plan. If Seller misses three (3) or more Milestones, other than a Guaranteed Project Milestone, or misses any one (1) by more than ninety (90) days, except as the result of Force Majeure, Seller shall submit to Buyer, within ten (10) Business Days of such missed Milestone completion date, a remedial action plan ("Remedial Action Plan"), which is outlined in the Monthly Progress Report and requires Seller to provide a detailed description of its proposed course of action to achieve the missed Milestones and all subsequent Milestones by the Guaranteed Commercial Operation Date; provided, that delivery of any Remedial Action Plan shall not relieve Seller of its obligation to meet any subsequent Milestones and the Guaranteed Commercial Operation Date. If the missed Milestone(s) is a Guaranteed Project Milestone, then subsection (iv) below shall apply.

(iii) Guaranteed Project Milestones. "Guaranteed Project Milestones" are as follows:

(A) The Construction Start Date shall occur no later than _____ (the "Guaranteed Construction Start Date"); provided that the Guaranteed Construction Start Date may be extended on a day for day basis for not more than:

(I) six (6) months if Seller has used commercially reasonable efforts (including but not limited to Seller's timely filing of required documents and payment of all applicable fees) to obtain permits necessary for the construction and operation of

the Project, but is unable to obtain such permits due to delays beyond Seller's reasonable control ("Permitting Delay");

(II) six (6) months if Seller has used commercially reasonable efforts (including but not limited to Seller's timely filing of required documents and payment of all applicable fees) to have the Project physically interconnected to the CAISO Grid and to complete all Electric System Upgrades needed, if any, in order to interconnect the Project to the CAISO Grid, but fails to secure any necessary commitments from CAISO or the Participating Transmission Owner for such interconnection and upgrades due to delays beyond Seller's reasonable control ("Transmission Delay"); provided that if Buyer exercises the Curtailment Option and Seller interconnects the Project to the CAISO Grid under a Limited Operation Plan, then Seller may not claim any Transmission Delay extension days beyond the date on which the Project is so interconnected to the CAISO Grid;

(III) three hundred sixty (360) days in the event of Force Majeure ("Force Majeure Construction Extension"); provided that Seller works diligently to resolve the effect of the Force Majeure and provides evidence of its efforts promptly to Buyer upon Buyer's written request; or

**[**(IV) five hundred forty (540) days due to a delay in the start of construction of the Project related solely to an [ITC Extension][PTC Extension], pursuant to Section 11.1 of this Agreement.**]** ***[Seller to delete if Section 11.1 is inapplicable]***

(B) Notwithstanding the foregoing, if Seller claims more than one Delay, such extensions cannot cumulatively exceed six (6) months and all Permitted Extensions taken shall be concurrent, rather than cumulative, during any overlapping days.

(C) Seller shall have demonstrated Commercial Operation per the terms of Appendix VI no later than _____, (the "Guaranteed Commercial Operation Date"), provided that (I) the Guaranteed Commercial Operation Date may be extended on a day for day basis equal to any extension claimed by Seller pursuant to and in accordance with Section 3.9(c)(iii)(A), and (II) the Guaranteed Commercial Operation Date may be extended further on a day for day basis for Force Majeure occurring after the Construction Start Date provided that the total number of such extension days shall not exceed three hundred sixty (360) days.

(D) If Seller claims a Permitted Extension, Seller shall provide Buyer with sixty (60) days Notice prior to original date of the applicable Guaranteed Project Milestone, which Notice must clearly identify the Permitted Extension being claimed and include information necessary for Buyer to verify the length and qualification of the extension; provided that in the case of a Force Majeure Construction Extension, if sixty (60) days is impracticable or impossible, Seller shall provide Notice as soon as possible after the occurrence of the Force Majeure event.

(iv) Cure Period and Delay Damages.

(A) Seller shall cause the Project to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date; provided, however, that the Commercial Operation Date shall not occur more than one hundred eighty (180) days prior to the Guaranteed Commercial Operation Date. If (I) the Commercial Operation Date occurs after the Guaranteed Commercial Operation Date after giving effect to Permitted Extensions or Force Majeure after Construction Start Date or (II) the Construction Start Date occurs after the

Guaranteed Construction Start Date after giving effect to Permitted Extensions, then Buyer shall be entitled to draw upon the Project Development Security for liquidated damages equal to Daily Delay Damages for each day or portion of a day that (1) the Commercial Operation Date occurs after the Guaranteed Commercial Operation Date after giving effect to Permitted Extensions for up to a total of sixty (60) days ("Project Cure Period"); or (2) the Construction Start Date occurs after the Guaranteed Construction Start Date after giving effect to Permitted Extensions for up to a total of sixty (60) days ("Construction Cure Period"). The Parties agree that Buyer's receipt of Daily Delay Damages shall (x) not be construed as Buyer's declaration that an Event of Default has occurred under any provision of Section 5.1 and (y) not limit Buyer's right to receive a Termination Payment or Damage Payment, as applicable, upon exercise of Buyer's default right pursuant to Section 5.2.

(B) Each Party agrees and acknowledges that (I) the damages that Buyer would incur due to Seller's delay in achieving either of the Guaranteed Project Milestones would be difficult or impossible to predict with certainty, and (II) the Daily Delay Damages are an appropriate approximation of such damages. Seller shall be entitled to the return of all Daily Delay Damages collected by Buyer as a result of Seller's failure to meet the Guaranteed Construction Start Date only if Seller meets the Guaranteed Commercial Operation Date (as may be extended by Permitted Extensions) as provided further in Section 8.4(c) of this Agreement. For sake of certainty, Buyer shall retain all Daily Delay Damages drawn (or which Buyer is entitled to draw) as a result of Seller's failure to meet the Guaranteed Commercial Operation Date and the Guaranteed Construction Start Date (both as may be extended by Permitted Extensions), if Seller fails to meet the Guaranteed Commercial Operation Date (as may be extended by Permitted Extensions).

## ARTICLE FOUR: COMPENSATION; MONTHLY PAYMENTS

4.1 Price.

(a) Contract Price. The Contract Price for each MWh of Product as measured by Delivered Energy in each Contract Year shall be as follows:

| Contract Year | Contract Price ($/MWh) |
|---|---|
| | |

(b) Deemed Delivered Energy Price.

(i) For each of the first one-hundred and fifty (150) hours during a Buyer Curtailment Period, the Deemed Delivered Energy Price shall be _____. ***[Insert a price, up to but not exceeding the contract price]***

(ii) For each of the hours from the 151st hour to and including the 250th hour during a Buyer Curtailment Period, the Deemed Delivered Energy Price shall be _____. ***[Insert a price]***

(iii) For each hour in excess of 250 hours, up to and including the maximum number of hours set forth in Section 3.1(o)(i)(C), during a Buyer Curtailment Period, the Deemed Delivered Energy Price shall be _____ ***[insert a price]***.

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

| | TOD PERIOD | | |
|---|---|---|---|
| **Monthly Period** | **1. Super-Peak** | **2. Shoulder** | **3. Night** |
| | | | |
| A. June – Sept. | A1 | A2 | A3 |
| B. Oct. – Feb. | B1 | B2 | B3 |
| C. Mar. – May | C1 | C2 | C3 |

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

A. June – September;

B. October – February; and

C. March - May.

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

1. **Super-Peak** (5x8) = hours ending 13 – 20 (Pacific Prevailing Time (PPT)) Monday – Friday (*except* NERC Holidays) in the applicable Monthly Period.

2. **Shoulder** = hours ending 7 – 12, 21 and 22 PPT Monday – Friday (*except* NERC Holidays); and hours ending 7 – 22 PPT Saturday, Sunday and all NERC Holidays in the applicable Monthly Period.

3. **Night** (7x8) = hours ending 1 - 6, 23 and 24 PPT all days (including NERC Holidays) in the applicable Monthly Period.

"NERC Holidays" mean the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Three of these days, Memorial Day, Labor Day, and Thanksgiving Day, occur on the same day each year. Memorial Day is the last Monday in May; Labor Day is the first Monday in September; and Thanksgiving Day is the fourth ($4^{th}$) Thursday in November. New Year's Day, Independence Day, and Christmas Day occur on the same date each year, but in the event any of these holidays occur on a Sunday, the "NERC Holiday" is celebrated on the Monday immediately following that Sunday; and if any of these holidays occur on a Saturday, the "NERC Holiday" remains on that Saturday. Notwithstanding anything to the contrary in this Section 4.2, NERC Holidays shall be calculated as "Shoulder" hours for all non-"Night" hours and any remaining hours shall be calculated as "Night" hours.

***[Super-Peak (June-September), set forth in A.1 in the table above, shall be the only Time of Delivery Period applicable to the Peaking Product]***

***[Section 4.3 Capacity Factor below applies to Baseload, Peaking and Dispatchable Product only]***

[4.3 Capacity Factor. The Capacity Factor shall be calculated by TOD Period and defined as the percentage amount resulting from Delivered Energy in the applicable TOD Period divided by the product resulting from multiplying the Contract Capacity times the number of hours in the applicable TOD Period minus Seller Excuse Hours in the applicable TOD Period ("Capacity Factor"):

**Capacity Factor = Delivered Energy / (Contract Capacity x (Hours in TOD Period minus Seller Excuse Hours)). ]**

**[4.3][4.4]** TOD Factors and Monthly TOD Payment.

(a) TOD Factors. In accordance with all other terms of this Article Four, the Contract Price for Delivered Energy and the Deemed Delivered Energy Price shall be adjusted by the following Time of Delivery Factors ("TOD Factors") for each of the specified TOD Periods in which Delivered Energy or Deemed Delivered Energy is delivered:

| **2011 RPS TOD FACTORS (rounded)** | | | |
|---|---|---|---|
| **Period** | **1. Super-Peak** | **2. Shoulder** | **3. Night** |
| | | | |
| A. June – Sept. | 2.38 | 1.12 | 0.59 |
| B. Oct. – Feb. | 1.10 | 0.94 | 0.66 |
| C. Mar. – May | 1.22 | 0.90 | 0.61 |
| **2011 RPS TOD FACTORS (not rounded)** | | | |
| **Period** | **1. Super-Peak** | **2. Shoulder** | **3. Night** |
| | | | |
| A. June – Sept. | 2.37533 | 1.11825 | 0.59239 |
| B. Oct. – Feb. | 1.09773 | 0.94493 | 0.66147 |
| C. Mar. – May | 1.21965 | 0.89580 | 0.60634 |

(b) Monthly TOD Payment. For each month, Buyer shall pay Seller for Delivered Energy and Deemed Delivered Energy in each TOD Period ("Monthly TOD Payment") the amount resulting from (i) multiplying the Contract Price times the TOD Factor for the applicable TOD Period, times the sum of Delivered Energy for such TOD Period plus (ii) for each hour in the TOD Period, the Deemed Delivered Energy Price applicable to that hour times the TOD Factor for the applicable TOD Period, times the amount of Deemed Delivered Energy for such hour:

$$\text{Monthly TOD Payment} = \sum_{hour=1}^{n} \left( [\text{Contract Price}]\ \$ * \text{TOD Factor} * \text{Delivered Energy } MW_{hour} \right) + \left( [\text{Deemed Delivered Energy Price}_{hour}]\ \$ * \text{TOD Factor} * \text{Deemed Delivered Energy } MW_{hour} \right)$$

***[Super-Peak (June-September), set forth in A.1 of the table above, shall be the only Time of Delivery factor applicable to the Peaking Product]***

***[Section 4.4 Excess Delivered and Deemed Delivered Energy below applies to As-Available Product only]***

**[**4.4 Excess Delivered and Deemed Delivered Energy. In any Contract Year, if the amount of Delivered Energy plus the amount of Deemed Delivered Energy exceeds one hundred twenty percent (120%) of the annual Contract Quantity amount ("Excess Energy"), Seller shall refund to Buyer an amount equal to the product of the Excess Energy multiplied by twenty-five percent (25%) of the applicable Contract Price or Deemed Delivered Energy Price for such Contract Year.

4.5 CAISO Charges.

(a) Seller shall assume all liability and reimburse Buyer for any and all CAISO Penalties incurred by Buyer because of Seller's failure to perform any covenant or obligation set forth in this Agreement. Buyer shall assume all liability and reimburse Seller for any and all CAISO Penalties incurred by Seller as a result of Buyer's actions, including those resulting in a Buyer Curtailment Period.

(b) Buyer shall be responsible for all costs and charges assessed by the CAISO with respect to Scheduling and imbalances except as provided in Section 4.5(c) below. Seller and Buyer shall cooperate to minimize such charges and imbalances to the extent possible. Seller shall use commercially reasonable efforts to monitor imbalances and shall promptly notify Buyer as soon as possible after it becomes aware of any material imbalance that is occurring or has occurred. Such notification shall not alter Seller's and Buyer's respective responsibilities for payment for imbalance and congestion charges and CAISO Penalties under this Agreement. Throughout the Delivery Term, Buyer shall be entitled to all Integrated Forward Market Load Uplift Obligation credits (as defined or required for MRTU under the CAISO Tariff) associated with the Energy generated from the Project.

***[The following Section 4.5(c) applies to As-Available Product only]***

**[**(c) Forecasting Penalties.

(i) Subject to Force Majeure, in the event Seller does not in a given hour either (A) provide the access and information required in Section 3.1(l)(i); (B) comply with the installation, maintenance and repair requirements of Section 3.1(l)(iv); or (C) provide the forecast of Available Capacity required in Section 3.4[(b)(c)](iii), and the sum of Energy Deviations for each of the six Settlement Intervals in the given hour exceeded the Performance Tolerance Band defined below, then Seller will be responsible for Forecasting Penalties as set forth below.

(ii) The Performance Tolerance Band is three percent (3%) multiplied by Contract Capacity multiplied by one (1) hour.

(iii) Forecasting Penalties. The Forecasting Penalty shall be equal to the greater of A) one hundred fifty percent (150%) of the Contract Price or B) the Real Time Price, in each case for each MWh of Energy Deviation outside the Performance Tolerance Band, or any portion thereof, in every hour for which Seller fails to meet the requirements in Section 4.5(c)(i). Settlement of Forecasting Penalties shall occur as set forth in Section 6.1 of this Agreement.**]**

***[The following Section 4.5(c) applies to Baseload Product only]***

**[**(c) Commencing on the Initial Energy Delivery Date and continuing throughout the Delivery Term, Seller shall be responsible for all costs, charges and imbalances ("CAISO Costs") and CAISO Penalties assessed by the CAISO that are incurred by PG&E for any Variation during any Settlement Interval where such a Variation exceeds the Performance Tolerance Band. For purposes of this Section 4.5(c), the "Performance Tolerance Band" shall equal in any Settlement Interval the greater of three percent (3%) multiplied by Contract Capacity or one (1) MW, divided by the number of Settlement Intervals in the hour. PG&E shall implement this penalty provision using preliminary CAISO invoices, with any applicable true-ups based on the final invoices. PG&E may set off such amounts due pursuant to this Section 4.5(c) from subsequent Monthly TOD Payments to Seller under this Section 4.5(c).**]**

The following criteria will be used for calculating payments to Seller in any given Settlement Interval:

(i) If Seller is within Performance Tolerance Band in any particular Settlement Interval, Seller shall receive payment for Delivered Energy during the Settlement Interval at Contract Price.

(ii) If Seller is outside of Performance Tolerance Band in any particular Settlement Interval, Seller will be paid according to the formulas in the following matrix:

| Delivered Energy > DA Scheduled Energy | | Delivered Energy < DA Scheduled Energy | |
|---|---|---|---|
| Real Time Price > Contract Price | Real Time Price < Contract Price | Real Time Price > DA Price | Real Time Price < DA Price |
| **(Contract Price* Delivered Energy) – (CAISO Penalties + CAISO Costs)** | **(Contract Price* DA Scheduled Energy) + (Real Time Price*Variation) – (CAISO Penalties + CAISO Costs)** | **(Contract Price*Delivered Energy) – (Real Time Price-DA Price)*Variation – (CAISO Penalties + CAISO Costs)** | **(Contract Price*Delivered Energy) – (CAISO Penalties + CAISO Costs) ]** |

4.6 Test Period Payments. During the Test Period Seller's full compensation for Product sold to Buyer shall be the CAISO Revenues for the Delivered Energy, which revenues Buyer shall forward promptly to Seller in accordance with the schedule described in Section 6.1.

4.7 Additional Compensation.

(a) To the extent not otherwise provided for in this Agreement, in the event that Seller is compensated by a third party for any Products produced by the Project, including, but not limited to, compensation for **[**Resource Adequacy or**]** ***[Short Term Offers: Seller may delete bracketed language if inapplicable]*** Green Attributes, Seller shall remit all such compensation directly to Buyer; provided that for avoidance of doubt, nothing herein precludes Seller from retaining credits related to Electric System Upgrades contemplated in Section 3.1(h)(i).

(b) To the extent that during the Delivery Term Seller (at a nominal or no cost to Seller) is exempt from, reimbursed for or receives any refunds, credits or benefits from CAISO for congestion charges or Congestion Revenue Rights (as defined in the CAISO Tariff), whether due to any adjustments in Congestion Revenue Rights or any Locational Marginal Price (as defined in the CAISO Tariff), market adjustments, invoice adjustments, or any other hedging instruments associated with the Product (collectively, any such refunds, credits or benefits are referred to as "Reductions"), then, at Buyer's option, either (i) Seller shall transfer any such Reductions and their related rights to Buyer less any costs incurred by Seller in connection with such Reductions; or (ii) Buyer shall reduce payments due to Seller under this Agreement in amounts equal to the Reductions less any costs incurred by Seller in connection with such Reduction and Seller shall retain the Reductions.

***[Section 4.8 below applies to Dispatchable Product only]***

**[**4.8 Capacity Price.

☐ Capacity Price Applicable [Check only for Dispatchable product.]

If not checked, this Section 4.8 is inapplicable. If checked, the Parties agree to the additional terms set forth in Appendix XIV (Additional Dispatchable Product Provisions and Capacity Price Terms).**]**

## ARTICLE FIVE: EVENTS OF DEFAULT; PERFORMANCE REQUIREMENT; REMEDIES

5.1 Events of Default. An "Event of Default" shall mean,

(a) with respect to a Party that is subject to the Event of Default, the occurrence of any of the following:

(i) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days after written Notice is received by the Party failing to make such payment;

(ii) any representation or warranty made by such Party herein (A) is false or misleading in any material respect when made or (B) with respect to Section 10.2(b), becomes false or misleading in any material respect during the Delivery Term; provided that, if a change in Law occurs after the Execution Date that causes the representation and warranty made by Seller in Section 10.2(b) to be materially false or misleading, such breach of the representation or warranty in Section 10.2(b) shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in Law during the Delivery Term in order to make the representation and warranty no longer false or misleading;

(iii) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default), if such failure is not remedied within thirty (30) days after Notice;

(iv) such Party becomes Bankrupt; or

(v) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such

consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party.

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time during the Term of this Agreement, Seller delivers or attempts to deliver to the Delivery Point for sale under this Agreement Energy that was not generated by the Project;

(ii) failure by Seller to meet the Guaranteed Construction Start Date as extended by any Permitted Extensions, and after the applicable cure period has expired due solely to Seller's inability to obtain, after the use of commercially reasonable efforts, any of the following in time to achieve the Guaranteed Construction Start Date: (A) permits necessary to construct or operate the Project, (B) an LGIA that provides for the Project being physically interconnected to the CAISO Grid and for the completion of any necessary Electric System Upgrades, if Buyer has not exercised the Curtailment Option, or (C) a guarantee of Limited Operation from the CAISO or the Participating Transmission Owner, if Buyer has exercised the Curtailment Option; [or] ***[Short Term Offers from existing ERRs: Seller to delete]***

(iii) failure by Seller to meet the Guaranteed Commercial Operation Date as extended by any Permitted Extensions, and after the applicable cure period has expired due solely to Seller's inability to achieve, after the use of commercially reasonable efforts, by the Guaranteed Commercial Operation Date either the physical interconnection of the Project to the CAISO or any necessary Electric System Upgrades, in both cases, as modified by the Limited Operation Plan if Buyer has exercised the Curtailment Option; [or] ***[Short Term Offers from existing ERRs: Seller to delete]***

(iv) failure by Seller for any reason other than those explicitly provided in Sections 5.1(b)(ii) and (iii) above and Section 11.2(a)(ii) to meet either of the Guaranteed Project Milestones as may be extended by Permitted Extensions and in each case after the applicable cure period has expired; [or] ***[Short Term Offers from existing ERRs: Seller to delete]***

(v) failure by Seller to satisfy the creditworthiness/collateral requirements agreed to pursuant to Sections 8.3, 8.4, or 8.5 of this Agreement; [or] ***[Short Term Offers from new ERRs with a Delivery Term of less than one year: Seller to revise]***

(vi) failure by Seller to achieve the Guaranteed Energy Production requirement as set forth in Section 3.1(e)(ii) of this Agreement as follows:

(A) after the one (1) year GEP Cure period Seller has failed to cure the GEP Failure and has failed to pay GEP Damages in the time period set forth in Section 3.1(e)(ii); or

(B) if, after any Performance Measurement Period the cumulative GEP Shortfall for all Performance Measurement Periods occurring during the Delivery Term equals or exceeds the Contract Quantity; provided, however, that if all or a portion of a GEP Shortfall during an applicable Performance Measurement Period is principally caused

by a non-Force Majeure major equipment malfunction, breakdown, or failure resulting in a reduction of Energy production of the Project by at least sixty percent (60%) of the Contract Quantity in one or both years of the Performance Measurement Period, as applicable, and such malfunction, breakdown, or failure was not caused by Seller and could not have been avoided through the exercise of Good Utility Practice, such failure shall be excluded from the calculation of the cumulative GEP Shortfall for purposes of this subsection.

***[The following two Events of Default apply to Baseload, Peaking and Dispatchable Product only]***

**[**(vii) Net Rated Output Capacity (A) at the Commercial Operation Date is less than _____MW, or (B) at any time after the Commercial Operation Date is less than _____ percent (__%) of the Declared Contract Capacity; [or] ***[Seller and Buyer to develop testing requirements in Appendix VI-2, which test will be used to monitor the Declared Contract Capacity during the Delivery Term]***

(viii) the Capacity Factor of the Project is less than _____ percent (__%) for twelve (12) consecutive months, for reasons other than Seller Excuse Hours. The Parties agree that the Capacity Factor over a twelve (12) consecutive month period ("CFannual") shall be the weighted average of the Capacity Factors for each monthly TOD Period, such weighting to be an adjustment for the number of hours, as reduced by Seller Excuse Hours in the applicable TOD Period for each month:

$$CFannual = \{ \sum_{month=1}^{12} [(Capacity\ Factor\ Super\ Peak * Super\ Peak\ Hours)$$

$$+ (Capacity\ Factor\ Shoulder * Shoulder\ Hours)$$

$$+ (Capacity\ Factor\ Night * Night\ Hours)]\}/(8760)\ ]$$

***[The following Event of Default applies to Dispatchable Product only]***

***[***(ix) Availability Factor is less than _____ percent (__%) for __ consecutive months, as determined pursuant to the Capacity Test set forth in Appendix VI-2. ***[Seller and Buyer to develop testing requirements in Appendix VI-2, which test will be used to monitor the Availability Factor]]***

5.2 Declaration of Early Termination Date. If an Event of Default with respect to a Defaulting Party shall have occurred and is continuing, the other Party ("Non-Defaulting Party") shall have the following rights:

(a) send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement ("Early Termination Date") on which to (i) collect the Damage Payment in accordance with Section 5.8 below, if the Event of Default arose under Sections 5.1(b)(ii) or Section 5.1(b)(iii), or (ii) collect the Termination Payment for any other Event of Default;

(b) accelerate all amounts owing between the Parties, terminate the Transaction and end the Delivery Term effective as of the Early Termination Date;

(c) withhold any payments due to the Defaulting Party under this Agreement;

(d) suspend performance;

(e) exercise its rights pursuant to Section 8.3 to draw upon and retain Performance Assurance; and

(f) exercise any other rights or remedies available at Law or in equity to the extent otherwise permitted under this Agreement.

5.3 Calculation of Termination Payment.

(a) The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. If the Non-Defaulting Party uses the market price for a comparable transaction to determine the Gains or Losses, such price should be determined by using the average of market quotations provided by three (3) or more bona fide unaffiliated market participants. If the number of available quotes is three, then the average of the three quotes shall be deemed to be the market price. Where a quote is in the form of bid and ask prices, the price that is to be used in the averaging is the midpoint between the bid and ask price. The quotes obtained shall be: (a) for a like amount, (b) of the same Product, (c) at the same Delivery Point, (d) for the remaining Delivery Term, and (e) any other commercially reasonable manner.

(b) If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of the Terminated Transaction, the Settlement Amount shall be zero.

(c) The Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount.

5.4 Notice of Payment of Termination Payment. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment shall be made to the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

5.5 Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment shall be determined in accordance with Article Twelve.

5.6 Rights And Remedies Are Cumulative. The rights and remedies of a Party pursuant to this Article Five shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

5.7 Duty to Mitigate. Buyer and Seller shall each have a duty to mitigate damages pursuant to this Agreement, and each shall use reasonable efforts to minimize any damages it may incur as a result of the other Party's non-performance of this Agreement, including with respect to termination of this Agreement.

5.8 Damage Payment for Failure to Achieve Guaranteed Dates. The Parties agree that the Damage Payment to be paid by Seller for an Event of Default arising under Section 5.1(b)(ii) or Section 5.1(b)(iii) associated with Seller's failure to achieve the Guaranteed Construction Start Date or Guaranteed Commercial Operation Date shall be considered liquidated damages and not a penalty, in accordance with Section 7.1.

## ARTICLE SIX: PAYMENT

6.1 Billing and Payment; Remedies. On or about the tenth ($10^{th}$) day of each month beginning with the second month of either the Test Period or the first Contract Year, whichever occurs first, and every month thereafter, and continuing through and including the first month following the end of the Delivery Term, Seller shall provide to Buyer (a) records of metered data, including CAISO metering and transaction data sufficient to document and verify the generation of Product by the Project for any CAISO settlement time interval during the preceding months, (b) access to any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy or amount of any Reductions; and (c) an invoice, in the format specified by Buyer, covering the services provided in the preceding month determined in accordance with Sections 4.3 and 4.4, as adjusted pursuant to Section 4.5 (CAISO Charges) (which may include charges incurred in preceding months), and, if applicable, Section 4.6. Seller shall continue to provide to Buyer an invoice of CAISO charges, net any sums Buyer owes Seller under this Agreement, on or about the tenth (10th) day of each month until the date of the Final True-Up. Buyer shall pay the undisputed amount of such invoices ***[The following bracketed language applies to As-Available Product only]*** **[**less the amount of any Forecasting Penalties (as applicable),**]** on or before the later of the twenty-fifth (25th) day of each month and fifteen (15) days after receipt of the invoice. If either the invoice date or payment date is not a Business Day, then such invoice or payment shall be provided on the next following Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full. Invoices may be sent by facsimile or e-mail.

6.2 Disputes and Adjustments of Invoices. In the event an invoice or portion thereof or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with Notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Subject to Section 3.6, in the event adjustments to payments are required as a result of inaccurate meter(s), Buyer shall use corrected measurements to recompute the amount due from Buyer to Seller for the Product delivered under the Transaction during the period of inaccuracy. The Parties agree to use good faith efforts to resolve the dispute or identify the adjustment as soon as possible. Upon resolution of the dispute or calculation of the

adjustment, any required payment shall be made within fifteen (15) days of such resolution along with interest accrued at the Interest Rate from and including the due date, but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment, but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 6.2 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made **[**; provided that such waiver shall not apply to any adjustment or dispute related to Seller's performance under any applicable RMR Contract**]**. ***[As-Available Product: delete bracketed language]*** If an invoice is not rendered within twelve (12) months after the close of the month during which performance under the Transaction occurred, the right to payment for such performance is waived.

## ARTICLE SEVEN: LIMITATIONS

7.1 Limitation of Remedies, Liability and Damages. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED UNLESS EXPRESSLY HEREIN PROVIDED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN.

UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF SECTION 10.5 (INDEMNITIES), IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

## ARTICLE EIGHT: CREDIT AND COLLATERAL REQUIREMENTS

8.1 Buyer Financial Information. If requested by Seller, Buyer shall deliver to Seller (a) within one hundred twenty (120) days after the end of each fiscal year with respect to PG&E Corporation, a copy of PG&E Corporation's annual report containing audited consolidated financial statements for such fiscal year and (b) within sixty (60) days after the end of each of PG&E Corporation's first three fiscal quarters of each fiscal year, a copy of PG&E Corporation's quarterly report containing unaudited consolidated financial statements for each accounting period prepared in accordance with Generally Accepted Accounting Principles. Buyer shall be deemed to have satisfied such delivery requirement if the applicable report is publicly available on www.pge-corp.com or on the SEC EDGAR information retrieval system; provided however, that should such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default, so long as such statements are provided to Seller upon their completion and filing with the SEC.

8.2 Seller Financial Information. If requested by Buyer, Seller shall deliver to Buyer (a) within one hundred twenty (120) days following the end of each fiscal year, a copy of Seller's annual report containing unaudited consolidated financial statements for such fiscal year (or audited consolidated financial statements for such fiscal year if otherwise available) and (b) within sixty (60) days after the end of each of its first three fiscal quarters of each fiscal year, a copy of such Party's quarterly report containing unaudited consolidated financial statements for such fiscal quarter. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with Generally Accepted Accounting Principles; provided, however, that should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as such Party diligently pursues the preparation, certification and delivery of the statements.

8.3 Grant of Security Interest/Remedies. To secure its obligations under this Agreement and to the extent Seller delivers the **[**Project Development Security**]** or Delivery Term Security, as applicable, hereunder, Seller hereby grants to Buyer, as the secured party, a first priority security interest in, and lien on (and right of setoff against), and assignment of, all such Performance Assurance posted with Buyer in the form of cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, Buyer. Within thirty days of the delivery of the Project Development Security or Delivery Term Security, as applicable, Seller agrees to take such action as Buyer reasonably requires in order to perfect a first-priority security interest in, and lien on (and right of setoff against), such Performance Assurance and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence or deemed occurrence and during the continuation of an Event of Default or an Early Termination Date, Buyer, as the Non-Defaulting Party, may do any one or more of the following: (a) exercise any of the rights and remedies of a secured party with respect to all **[**Project Development Security**]** or Delivery Term Security, as applicable, including any such rights and remedies under the Law then in effect; (b) exercise its rights of setoff against any and all property of Seller, as the Defaulting Party, in the possession of the Buyer or Buyer's agent; (c) draw on any outstanding Letter of Credit issued for its benefit; and (d) liquidate all **[**Project Development Security**]** or Delivery Term Security, as applicable, then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller. Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under the Agreement (Seller remaining liable for any amounts owing to Buyer after such application), subject to the Buyer's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

***[Short Term Offers from existing ERRs: Seller to replace Project Development Security with Pre-Delivery Term Security]***

8.4 Performance Assurance.

(a) **[**Project Development Security**]**; Delivery Term Security. Seller agrees to deliver to Buyer collateral to secure its obligations under this Agreement, which Seller shall maintain in full force and effect for the period posted with Buyer, as follows: ***[Short Term Offers from existing ERRs: Seller to replace Project Development Security with Pre-Delivery Term Security]***

(i) **[**Project Development Security**]** pursuant to this Section 8.4(a)(i) in the amount of $***[insert dollar amount equal to $15/kw multiplied by the capacity of the Project as reflected in Seller's Offer]*** and in the form of ***[specify cash or Letter of Credit]*** within five (5) Business Days following the Execution Date of this Agreement until Seller posts **[**Project Development Security**]** pursuant to Section 8.4(a)(ii) below with Buyer; ***[Short Term Offers from existing ERRs: Seller to replace Project Development Security with Pre-Delivery Term Security] [Short Term Offers from new or existing ERRs with Delivery Terms of less than one year: Seller to delete subsection]***

(ii) **[**Project Development Security**]** pursuant to this Section 8.4(a)(ii) in the amount of $ ***[insert dollar amount equal to $100/kw, as adjusted by the anticipated Capacity Factor of the Project as reflected in Seller's Offer, as long as the Capacity Factor is greater than or equal to 50% for As-Available Offers]*** and in the form of ***[specify cash or Letter of Credit]*** from a date not later than thirty (30) days following the date on which all of the Conditions Precedent set forth in Section 2.5 are either satisfied or waived until Seller posts Delivery Term Security pursuant to Section 8.4(a)(iii) below with Buyer; provided that if Buyer collects or is entitled to collect Daily Delay Damages from Seller during the Construction Cure Period for failure to achieve the Guaranteed Construction Start Date (after giving effect to Permitted Extensions), Seller agrees that within ten (10) Business Days following the end of the Construction Cure Period it shall replenish the Project Development Security by an amount equal to the encumbered Project Development Security; provided further that, with Buyer's consent, Seller may elect to apply the **[**Project Development Security**]** posted pursuant to Section 8.4(a)(i) toward the **[**Project Development Security**]** posted pursuant to this Section 8.4(a)(ii); and ***[Short Term Offers from existing ERRs: Seller to replace Project Development Security with Pre-Delivery Term Security] [Short Term Offers from new or existing ERRs with Delivery Terms of less than one year: Seller to delete subsection]***

(iii) Delivery Term Security pursuant to this Section 8.4(a)(iii) in the amount of $ ***[insert dollar amount identified in Offer Form]*** and in the form of ***[specify cash, Letter of Credit or Guaranty]*** from the Commercial Operation Date until the end of the Term; provided that, with Buyer's consent, Seller may elect to apply the **[**Project Development Security**]** posted pursuant to Section 8.4(a)(ii) toward the Delivery Term Security posted pursuant to this Section 8.4(a)(iii). ***[Short Term Offers from existing ERRs: Seller to replace Project Development Security with Pre-Delivery Term Security] [Short Term Offers from new or existing ERRs with Delivery Terms of less than one year: Seller to delete subsection]***

Except as provided in Section 5.8, the amount of Performance Assurance required under this Agreement shall not be deemed a limitation of damages.

(b) Use of Project Development Security. Buyer shall be entitled to draw upon the Project Development Security posted by Seller for Daily Delay Damages until such time as the Project Development Security is exhausted. Buyer shall also be entitled to draw upon the Project Development Security for any damages arising upon Buyer's declaration of an Early Termination Date. ***[Short Term Offers from existing ERRs, Seller to revise as follows:*** Buyer shall be entitled to draw upon the Pre-Delivery Term Security posted by Seller in the event an Early Termination Date has occurred, as applicable, and may retain the Pre-Delivery Term Security until all payment obligations of Seller arising under this Agreement, including compensation for the Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting) until such time as the Pre-Delivery Term Security is exhausted.***]***

(c) Termination of Project Development Security. If after the Commercial Operation Date no damages are due and owing to Buyer under this Agreement, then Seller shall no longer be required to maintain the **[**Project Development Security**]**, and Buyer shall return to Seller the **[**Project Development Security**]**, less the amounts drawn in accordance with Section 8.4(b). If Seller has met the Guaranteed Commercial Operation Date, then the **[**Project Development Security returned shall include amounts held by Buyer as Daily Delay Damages due to a delayed Construction Start Date**][**Pre-Delivery Term Security returned shall include amounts held by Buyer**]**. The **[**Project Development Security**]** (or portion thereof) due to Seller shall be returned to Seller within five (5) Business Days of Seller's provision of the Delivery Term Security unless, with Buyer's consent, Seller elects to apply the **[**Project Development Security**]** posted pursuant to Section 8.4(a)(ii) toward the Delivery Term Security posted pursuant to Section 8.4(a)(iii). ***[Short Term Offers from existing ERRs: Seller to replace Project Development Security with Pre-Delivery Term Security]***

(d) Payment and Transfer of Interest. Buyer shall pay interest on cash held as **[**Project Development Security**]** or Delivery Term Security, as applicable, at the Interest Rate and on the Interest Payment Date. All accrued interest on the unused **[**Project Development Security**]** or Delivery Term Security, if applicable, shall be transferred to Seller in the form of cash by wire transfer to the bank account specified under "Wire Transfer" in Appendix XI, (Notices List). ***[Short Term Offers from existing ERRs: Seller to replace Project Development Security with Pre-Delivery Term Security]***

(e) Return of Delivery Term Security. Buyer shall return the unused portion of Delivery Term Security, including the payment of any interest due thereon, pursuant to Section 8.4(d) above, to Seller promptly after the following has occurred: (i) the Term of the Agreement has ended, or subject to Section 8.3, an Early Termination Date has occurred, as applicable; and (ii) all payment obligations of the Seller arising under this Agreement, including but not limited to payments pursuant to Section 4.5 (CAISO Charges), Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting).

8.5 Letter of Credit. ***[Short Term Offers from new or existing ERRs with a Delivery Term of less than one year: Seller to delete]***

(a) If Seller has provided a Letter of Credit pursuant to any of the applicable provisions in this Article Eight, then Seller shall renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and in accordance with this Agreement. In the event the issuer of such Letter of Credit (i) fails to maintain a Credit Rating of at least an A2 by Moody's and at least an A by S&P, (ii) indicates its intent not to

renew such Letter of Credit, or (iii) fails to honor Buyer's properly documented request to draw on an outstanding Letter of Credit by such issuer, Seller shall cure such default by complying with either (A) or (B) below in an amount equal to the outstanding Letter of Credit, and by completing the action within five (5) Business Days after Buyer receives Notice of such refusal (all of which is considered the "Cure"):

(A) providing a substitute Letter of Credit that is issued by a qualified bank acceptable to Buyer, other than the bank failing to honor the outstanding Letter of Credit, or

(B) posting cash.

If Seller fails to Cure or if such Letter of Credit expires or terminates without a full draw thereon by Buyer, or fails or ceases to be in full force and effect at any time that such Letter of Credit is required pursuant to the terms of this Agreement, then Seller shall have failed to meet the creditworthiness/collateral requirements of Article Eight.

(b) In all cases, the reasonable costs and expenses of establishing, renewing, substituting, canceling, increasing, reducing, or otherwise administering the Letter of Credit shall be borne by Seller.

## ARTICLE NINE: GOVERNMENTAL CHARGES

9.1 Cooperation. Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the Parties to minimize all taxes, so long as neither Party is materially adversely affected by such efforts.

9.2 Governmental Charges. Seller shall pay or cause to be paid all taxes imposed by any Governmental Authority ("Governmental Charges") on or with respect to the Product or the Transaction arising at the Delivery Point, including, but not limited to, ad valorem taxes and other taxes attributable to the Project, land, land rights or interests in land for the Project. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product or the Transaction from the Delivery Point. In the event Seller is required by Law or regulation to remit or pay Governmental Charges which are Buyer's responsibility hereunder, Buyer shall promptly reimburse Seller for such Governmental Charges. If Buyer is required by Law or regulation to remit or pay Governmental Charges which are Seller's responsibility hereunder, Buyer may deduct such amounts from payments to Seller with respect to payments under the Agreement; if Buyer elects not to deduct such amounts from Seller's payments, Seller shall promptly reimburse Buyer for such amounts upon request. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the Law. A Party that is exempt at any time and for any reason from one or more Governmental Charges bears the risk that such exemption shall be lost or the benefit of such exemption reduced; and thus, in the event a Party's exemption is lost or reduced, each Party's responsibility with respect to such Governmental Charge shall be in accordance with the first four sentences of this Section.

## ARTICLE TEN: MISCELLANEOUS

10.1 Recording. Unless a Party expressly objects to a recording at the beginning of a telephone conversation, each Party consents to the creation of a tape or electronic recording of all telephone conversations between Buyer's employees or representatives performing a Scheduling Coordinator function as provided in Section 3.4**[**(b)**][**(c)**]** and any representative of Seller. The

Parties agree that any such recordings will be retained in confidence, secured from improper access, and may be submitted in evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its officers and employees of such monitoring or recording and to obtain any necessary consent of such officers and employees.

10.2 Representations and Warranties.

(a) General Representations and Warranties. On the Execution Date, each Party represents and warrants to the other Party that:

(i) it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation;

(ii) it has all regulatory authorizations necessary for it to perform its obligations under this Agreement, except for (A) CPUC Approval in the case of Buyer, and (B) all permits necessary to install, operate and maintain the Project in the case of Seller;

(iii) the execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Laws applicable to it;

(iv) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms, subject to any Equitable Defenses;

(v) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;

(vi) there is not pending or, to its knowledge, threatened against it or any of its Affiliates, any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;

(vii) no Event of Default with respect to it has occurred and is continuing and no such event or circumstance would occur as a result of its entering into or performing its obligations under this Agreement;

(viii) it is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in so doing, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and

(ix) it has entered into this Agreement in connection with the conduct of its business and it has the capacity or the ability to make or take delivery of the Product as provided in this Agreement.

(b) Seller Representations and Warranties. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i)

the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(c) Supplement to Seller Representations and Warranties. To the extent a change in Law occurs after execution of this Agreement that causes the representation and warranty set forth in Section 10.2(b) above to be materially false or misleading, Seller shall be deemed to have made commercially reasonable efforts to comply with such change in Law if Seller takes all actions to comply with or implement any change or improvement to the Project to maintain such certification or qualification ("RPS Qualification Improvement") which would require Seller to incur, in the aggregate, costs up to one million dollars ($1,000,000.00) over the Term of this Agreement ("RPS Qualification Expenditure Maximum") ***[Note to Sellers: This is for a 100 MW project. Use $10,000/MW]***. If after such change in Law has occurred, Seller determines that it will exceed the RPS Qualification Expenditure Maximum to implement the RPS Qualification Improvement, Seller shall notify Buyer and provide documentation and calculations to support the expected exceedence ("RPS Qualification Improvement Notice"). Buyer shall then have sixty (60) days after receipt of the RPS Qualification Improvement Notice to verify or dispute Seller's documentation and calculation. The Parties shall then have thirty (30) days to agree in writing (such agreement not to be unreasonably withheld, conditioned or delayed) on the amount by which Seller will exceed the RPS Qualification Expenditure Maximum in order to satisfy the RPS Qualification Improvement ("RPS Qualification Improvement Amount Agreement"). Buyer may then:

(i) elect to pay Seller the amount set forth in the RPS Qualification Improvement Amount Agreement and notify Seller of such election, subject to CPUC Approval (if required), within ten (10) Business Days of the effective date of the RPS Qualification Improvement Amount Agreement. If Buyer so elects, Seller shall, upon receipt of payment from Buyer, implement the RPS Qualification Improvement; or

(ii) elect not to pay Seller for the amount set forth in the RPS Qualification Improvement Amount Agreement and notify Seller of such decision within ten (10) Business Days of the effective date of the RPS Qualification Improvement Amount Agreement, in which case this Agreement shall continue in full force and effect and Seller shall not be required to implement any further or additional RPS Qualification Improvement.

***[Short Term Offers from existing ERRs: Section 10.2(c) above is not applicable]***

10.3 Covenants.

(a) General Covenants. Each Party covenants that throughout the Delivery Term:

(i) it shall continue to be duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation;

(ii) it shall maintain (or obtain from time to time as required, including through renewal, as applicable) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement and the Transaction; and

(iii) it shall perform its obligations under this Agreement and the Transaction in a manner that does not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any Law, rule, regulation, order or the like applicable to it.

(b) Seller Covenants.

(i) Seller covenants throughout the Delivery Term that it will take no action or permit any other person or entity (other than Buyer) to take any action that would impair in any way Buyer's ability to rely on the Project in order to satisfy its Resource Adequacy Requirements; and ***[Short Term Offers: Seller may delete if not providing capacity]***

(ii) Seller covenants that it shall comply with all CAISO Tariff requirements applicable to an Interconnection Customer (as defined in the CAISO Tariff) and shall take any other necessary action, including but not limited to payment of fees and submission of requests, applications or other documentation, to promote the completion of the Electric System Upgrades prior to the Commercial Operation date or as soon as practicable thereafter.

10.4 Title and Risk of Loss. Title to and risk of loss related to the Product shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Product free and clear of all liens, security interests, Claims and encumbrances or any interest therein or thereto by any person or entity arising prior to or at the Delivery Point.

10.5 Indemnities.

(a) Indemnity by Seller. Seller shall release, indemnify and hold harmless Buyer or Buyers' respective directors, officers, agents, and representatives against and from any and all loss, Claims, actions or suits, including costs and attorney's fees resulting from, or arising out of or in any way connected with (i) the Product delivered under this Agreement to the Delivery Point, (ii) Seller's operation and/or maintenance of the Project, or (iii) Seller's actions or inactions with respect to this Agreement, including, without limitation, any loss, Claim, action or suit, for or on account of injury to, bodily or otherwise, or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such loss, Claim, action or suit as may be caused solely by the willful misconduct or gross negligence of Buyer, its Affiliates, or Buyers' and Affiliates' respective agents, employees, directors, or officers.

(b) Indemnity by Buyer. Buyer shall release, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, Claims, actions or suits, including costs and attorney's fees resulting from, or arising out of or in

any way connected with the Product delivered by Seller under this Agreement after the Delivery Point, including, without limitation, any loss, Claim, action or suit, for or on account of injury to, bodily or otherwise, or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such loss, Claim, action or suit as may be caused solely by the willful misconduct or gross negligence of Seller, its Affiliates, or Seller's and Affiliates' respective agents, employees, directors or officers.

(c) No Dedication. Without limitation of each Party's obligations under Sections 10.5(a) and 10.5(b) herein, nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person or entity not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or the public, nor affect the status of Buyer as an independent public utility corporation or Seller as an independent individual or entity.

10.6 Assignment.

(a) General Assignment. Except as provided in Sections 10.6 (b) and (c), neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld so long as among other things (i) the assignee assumes the transferring Party's payment and performance obligations under this Agreement, (ii) the assignee agrees in writing to be bound by the terms and conditions hereof, (iii) the transferring Party delivers evidence satisfactory to the non-transferring Party of the proposed assignee's technical and financial capability to fulfill the assigning Party's obligations hereunder and (iv) the transferring Party delivers such tax and enforceability assurance as the other Party may reasonably request. Notwithstanding the foregoing and except as provided in Section 10.6(b), consent shall not be required for an assignment of this Agreement where the assigning Party remains subject to liability or obligation under this Agreement, provided that (i) the assignee assumes the assigning Party's payment and performance obligations under this Agreement, (ii) the assignee agrees in writing to be bound by the terms and conditions hereof, and (iii) the assigning Party provides the other Party hereto with at least thirty (30) days' prior written notice of the assignment.

(b) Assignment to Financing Providers. Seller shall be permitted to assign this Agreement as collateral for any financing or refinancing of the Project with the prior written consent of the Buyer, which consent shall not be unreasonably withheld. If Buyer gives its consent, then such consent shall be in a form substantially similar to the Form of Consent to Assignment attached hereto as Appendix XII provided that (i) Buyer shall not be required to consent to any additional terms or conditions beyond those contained in Appendix XII, including but not limited to extension of any cure periods or additional remedies for financing providers, and (ii) Seller shall be responsible at Buyer's request for Buyer's reasonable costs associated with the review, negotiation, execution and delivery of documents in connection with such assignment, including without limitation attorneys' fees.

(c) Assignment in Connection with a Change in Control. Any direct or indirect change of control of Seller (whether voluntary or by operation of Law) shall be deemed an assignment and shall require the prior written consent of Buyer, which consent shall not be unreasonably withheld.

(d) Unauthorized Assignment. Any assignment or purported assignment in violation of this Section 10.6 is void.

10.7 Confidentiality.

☐ Confidentiality Notification: If checked, Seller has waived its right to notification in accordance with Section 10.7(b).

(a) Neither Party shall disclose the non-public terms or conditions of this Agreement to a third party, other than as follows:

(i) to the Party's Affiliates, the Party's or its Affiliates' respective employees, lenders, investors, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential,

(ii) for disclosure to Buyer's Procurement Review Group, as defined in CPUC Decision D. 02-08-071, subject to a confidentiality agreement,

(iii) to the CPUC under seal for purposes of review,

(iv) for disclosure of those certain terms specified in and pursuant to Section 10.8 of this Agreement;

(v) in order to comply with any applicable Law, regulation, or any exchange, control area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing Party ("Disclosing Party"), other than to those entities set forth in subsection (vi); or

(vi) in order to comply with *any* applicable regulation, rule, or order of the CPUC, CEC, or the FERC.

(b) If a Party is required to disclose confidential information in order to satisfy an obligation pursuant to subsection (a)(v) above ("Disclosure Order") each Party shall, to the extent practicable, use reasonable efforts: (i) to notify the other Party prior to disclosing the confidential information and (ii) prevent or limit such disclosure. After using such reasonable efforts, the Disclosing Party shall not be: (y) prohibited from complying with a Disclosure Order or (z) liable to the other Party for monetary or other damages incurred in connection with the disclosure of the confidential information. Except as provided in the preceding sentence, the Parties shall be entitled to all remedies available at Law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

(c) Notwithstanding the provisions in Section 10.7(a), the Parties are permitted to disclose information related to the bidding and negotiation process as follows: (i) to PG&E's Procurement Review Group, as defined in California Public Utilities Commission ("CPUC") Decision (D) 02-08-071, subject to a confidentiality agreement, (ii) to the CPUC (including CPUC staff) under seal for purposes of review (if such seal is applicable to the nature of the Confidential Information), and (iii) to the Independent Evaluator, as defined and specified in the PG&E RPS Solicitation Protocol dated _____, 2011 ("Protocol").

(d) The Parties agree that the confidentiality provisions under this Section 10.7 are separate from, and shall not impair or modify any other confidentiality agreements that may be in place between the Parties or their Affiliates; provided however, that the confidentiality provisions of this Section 10.7 shall govern confidential treatment of all information exchanged between the Parties as of and after the Effective Date.

10.8 RPS Confidentiality.

(a) Notwithstanding Section 10.7(a) of this Agreement, at any time on or after the date on which the Buyer makes its advice filing letter seeking CPUC Approval of this Agreement, either Party shall be permitted to disclose those terms required by the CPUC in its then-current advice letter template, including the following: Party names, resource type, Delivery Term, Project location, capacity factor, Contract Capacity, anticipated Commercial Operation Date, Contract Quantity, Delivery Point, applicability of the Energy Investment Tax Credit or Production Tax Credit.

(b) Seller acknowledges and agrees that pursuant to CPUC Decision D.06-06-066, which implements Senate Bill (SB) No. 1488 (2004 Cal. Stats., Ch. 690 (Sept. 22, 2004)), this Agreement may be publicly available three (3) years from the Commercial Operation Date stated herein. Seller further acknowledges that the CPUC's rules regarding confidential treatment of this Agreement is subject to change and therefore the timing and extent of disclosure is subject to amendment per CPUC order, rule or regulation.

10.9 Audit. Each Party has the right, at its sole expense and during normal working hours, after reasonable Notice, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement including amounts of Delivered Energy. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

10.10 Insurance. Throughout the Term, Seller shall, at its sole cost and expense, obtain and maintain the following insurance coverages and be responsible for its subcontractors, **[**including Seller's EPC Contractors**]** ***[Short Term Offers from existing ERRs: Seller to delete]***, maintaining sufficient limits of the appropriate insurance coverage.

(a) Workers' Compensation and Employers' Liability.

(i) Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, Laws or statutes, state or federal, where Seller performs Work.

(ii) Employers' Liability insurance shall not be less than one million dollars ($1,000,000.00) for injury or death occurring as a result of each accident.

(b) Commercial General Liability.

(i) Coverage shall be at least as broad as the Insurance Services Office Commercial General Liability Coverage "occurrence" form, with no alterations to the coverage form.

(ii) The limit shall not be less than ten million dollars ($10,000,000.00) each occurrence for bodily injury, property damage, personal injury and products/completed operations. Defense costs shall be provided as an additional benefit and not included within the limits of liability. Coverage limits may be satisfied using an umbrella or

excess liability policy or an Owners Contractors Protective (OPC) policy. Limits shall be on a per project basis.

(iii) If scope of Work involves hauling hazardous materials, coverage shall be endorsed in accordance with Section 30 of the Motor Carrier Act of 1980 (Category 2) and the CA 99 48 endorsement.

(iv) Coverage shall:

(A) by "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of the Work performed by or for the Seller (Insurance Services Office Form CG2010 1185, or equivalent form). In the event the Commercial General Liability policy includes a "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy Buyer's requirement: "PG&E, its directors, officers, agents and employees with respect to liability arising out of the Work performed by or for the Seller has been endorsed by blanket endorsement;"

(B) be endorsed to specify that the Seller's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it; and

(C) include a severability of interest clause.

(c) Business Auto.

(i) Coverage shall be at least as broad as the Insurance Services Office Business Auto Coverage form covering Automobile Liability, code 1 "any auto".

(ii) The limit shall not be less than five million dollars ($5,000,000.00) each accident for bodily injury and property damage.

(iii) If scope of Work involves hauling hazardous materials, coverage shall be endorsed in accordance with Section 30 of the Motor Carrier Act of 1980 (Category 2) and the CA 99 48 endorsement.

(d) Aircraft Liability.

(i) If the scope of Work involves aircraft, coverage for bodily injury, property damage, including injury sustained by any passenger, applying to all aircraft owned, furnished or used by the Seller in the performance of this Agreement shall be maintained. Work that involves chemical spraying shall include coverage for pesticide and herbicide application.

(ii) The limit shall not be less than five million dollars ($5,000,000.00) single limit for bodily injury and property damage including passenger liability.

(iii) Coverage shall:

(A) by "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of Work performed by or for the Seller;

(B) be endorsed to specify that the Seller's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it; and

(C) all rights of subrogation against PG&E shall be waived with respect to all physical damage to any aircraft used during the performance of this Agreement.

(e) Watercraft Liability.

(i) If the scope of Work involves watercraft, Marine protection and indemnity or other liability coverage, including coverage for injury sustained by any passenger, apply to all watercraft used in the performance of this Agreement.

(ii) The limit shall not be less than one million dollars ($1,000,000.00) for each occurrence for bodily injury and property damage including passenger legal liability.

(iii) Coverage shall:

(A) by "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of the Work by or for the Seller;

(B) be endorsed to specify that the Seller's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute with it.

(f) Seller's Pollution Liability.

(i) If the scope of Work involves areas of known pollutants or contaminants, pollution liability coverage shall be required to cover bodily injury, property damage, including clean up costs and defense costs resulting from sudden, and accidental conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water shall be maintained.

(ii) The limit shall not be less than one million dollars ($1,000,000.00) each occurrence for bodily injury and property damage.

(iii) The policy shall endorse PG&E as additional insured.

(g) All Risk Property Insurance. An all risk property insurance policy including earthquake and flood shall be maintained during the course of Work being performed and include start-up and testing for installed equipment and delayed opening coverage. Such

policy shall include coverage for materials and equipment while under the care, custody and control of the Seller during the course of Work, at the Site, offsite or while in transit to the Site.

(h) Professional Liability Insurance.

(i) If the scope of Work involves professional reports or reviews such as architects or engineer's stamped drawings, then errors and omissions liability insurance appropriate to the architect's or engineer's profession shall be required. Coverage shall be for a professional error, act or omission arising out of the scope of services provided to Seller in connection with the design, development, or use of the Project, including coverage for bodily injury, property damage, and consequential financial loss.

(ii) The limit shall not be less than ten million dollars ($10,000,000.00) per claim.

(iii) Coverage shall:

(A) be endorsed to specify that the Seller's insurance is primary and that any Insurance or self-insurance maintained by PG&E shall not contribute with it; and

(B) be endorsed to specify that the selection of counsel, paid for by the insurer, to defend PG&E and its officers, directors, agents, and employees against covered or potentially covered claims shall be by mutual consent of PG&E and insurer.

(i) Additional Insurance Requirements.

(i) Before commencing performance of the Work, Seller shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Seller.

(ii) The documentation shall state that coverage shall not be cancelled except after thirty (30) days prior written Notice has been given to PG&E.

(iii) Buyer uses a third party vendor, Exigis, to confirm and collect insurance documents. Certificates of insurance and endorsements shall be signed and submitted by a person authorized by the insurer to bind coverage on Seller's behalf, and submitted through the Exigis website at https://prod1.exigis.com/pge, or such other method, as directed by Buyer. The Exigis helpline is 1 (888) 280-0178. The certificate holder shall be listed as "Pacific Gas and Electric Company c/o Exigis." Seller's insurance vendor and broker will be required to register as a "Service Provider" on the Exigis website.

(iv) Reviews of such insurance may be conducted by PG&E on an annual basis and, in addition, PG&E may inspect the original policies or require complete certified copies at any time.

(v) Upon request, Seller shall furnish Buyer evidence of insurance for its subcontractors.

(vi) The insurance carrier or carriers and form of policy shall be subject to review and approval by PG&E.

(j) Form And Content.

(i) All policies or binders with respect to insurance maintained by Seller shall:

(A) waive any right of subrogation of the insurers hereunder against PG&E, its officers, directors, employees, agents and representatives of each of them, and any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under such policy; and

(B) with respect to any additional insured, provide that such insurance will not be invalidated by any action or inaction of each such insured and will insure each such insured regardless of any breach or violation of any warranty, declaration or condition contained in such insurance by the primary named insured.

10.11 Access to Financial Information. The Parties agree that Generally Accepted Accounting Principles and SEC rules require Buyer to evaluate if Buyer must consolidate Seller's financial information. Buyer will require access to financial records and personnel to determine if consolidated financial reporting is required. If Buyer determines that consolidation is required, Buyer shall require the following during every calendar quarter for the Term:

(a) Complete financial statements and notes to financial statements; and

(b) Financial schedules underlying the financial statements, all within fifteen (15) days after the end of each fiscal quarter.

Any information provided to Buyer pursuant to this Section 10.11 shall be considered confidential in accordance with the terms of this Agreement and shall only be disclosed on an aggregate basis with other similar entities for which Buyer has power purchase agreements. The information will only be used for financial statement purposes and shall not be otherwise shared with internal or external parties.

10.12 Governing Law. This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement.

10.13 General. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof. Except to the extent provided for, no amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both Parties. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. The headings used herein are for convenience and reference purposes only. Facsimile or PDF transmission will be the same as delivery of an original document; provided that at the request of either Party, the other Party will confirm facsimile or PDF signatures by signing and delivering an original document; provided, however, that the execution and delivery of this Agreement and its counterparts shall be subject to

Section 10.15. This Agreement shall be binding on each Party's successors and permitted assigns. The standard of review the FERC shall apply when acting on proposed modifications to this Agreement, either on FERC's own motion or on behalf of a signatory or a non-signatory, shall be the "just and reasonable" standard of review rather than the "public interest" standard of review. Nothing in this Agreement shall in any way restrict or otherwise limit the rights of either Party under Sections 205 and 206 of the Federal Power Act.

10.14 Severability. If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Agreement and the Parties shall use their best efforts to modify this Agreement to give effect to the original intention of the Parties.

10.15 Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by fax will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Agreement by facsimile will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

10.16 Discussions Concerning Buyer Purchase of Project. Upon Notice to the other Party, either Party may initiate good faith negotiations regarding a potential purchase at fair market value by the Buyer of the Project and all assets and rights held by the Seller or any Affiliate of the Seller that relate to the Project and/or its construction, ownership, operation or maintenance, including without limitations real property, physical plant, tangible personal property, permits, agreements, consents, books and records, intellectual property and data. Such negotiations shall also include representations and warranties, indemnities, closing conditions and covenants which are customary and usual in agreements providing for the acquisition of similar assets. The Buyer's acquisition shall be conditioned on the final and non-appealable prior approval by the California Public Utilities Commission of such ratemaking and other conditions as the Buyer may request in an appropriate filing requesting such approval.

## ARTICLE ELEVEN: TERMINATION EVENTS

11.1 Termination Events Related to **[**Production Tax Credit**] [**Energy Investment Tax Credit**]**.

☐ **[**Production Tax Credit**][**Energy Investment Tax Credit**]** Applicable

If not checked, this Section 11.1 is inapplicable.

***[Use the following version of Section 11.1(a) if Seller is relying on Production Tax Credits and the Commercial Operation Date is after December 31, 2012]***

**[**(a) Production Tax Credit Extension. If federal legislation providing for an extension of Production Tax Credit for a period of at least _____ years in the amount of at least _____ per MWh, for a ***[Insert Technology Type]*** facility placed in service before_____ ("PTC Extension"), is not enacted by ***[Insert Date]*** ("PTC Review Date")**,** then (i) Section 11.1(b) shall apply, and (ii) the PTC Affected Milestones (defined below) may each be extended on a day for day basis at Seller's election until such time as the PTC Extension

is enacted ("PTC Milestone Extension"); provided that in no event may the PTC Milestone Extension exceed five hundred forty (540) days. The five hundred forty-first (541st) day after the PTC Review Date, or ***[Insert date that is 541 days after the PTC Review Date],*** shall be referred to herein as the "PTC Extension Cutoff Date". As used herein "PTC Affected Milestones" means (A) if Seller has not yet commenced construction of the Project as of the PTC Review Date, all Guaranteed Project Milestones and other Milestones, and (B) if Seller has commenced construction as of such PTC Review Date, all Guaranteed Project Milestones that occur after the then applicable PTC Expiration Date.**]**

***[Use the following version of Section 11.1(a) if Seller is relying on Energy Investment Tax Credits and Commercial Operation Date is after December 31, 2016]***

**[**(a) Energy Investment Tax Credit Extension. If federal legislation providing for an extension of Energy Investment Tax Credit for a period of at least _____ years in the amount of at least ___ percent (__%) of the basis of a **[*Insert Technology Type*]** facility placed in service before_____ ("ITC Extension"), is not enacted by **[*Insert Date*]** ("ITC Review Date")**,** then (i) Section 11.1(b) shall apply, and (ii) the ITC Affected Milestones (defined below) may each be extended on a day for day basis at Seller's election until such time as the ITC Extension is enacted ("ITC Milestone Extension"); provided that in no event may the ITC Milestone Extension exceed five hundred forty (540) days. The five hundred and forty-first (541st) day after the ITC Review Date, or ***[Insert date that is 541 days after the ITC Review Date]***, shall be referred to herein as the "ITC Extension Cutoff Date". As used herein "ITC Affected Milestones" means (A) if Seller has not yet commenced construction of the Project as of the ITC Review Date, all Guaranteed Project Milestones and other Milestones, and (B) if Seller has commenced construction as of such ITC Review Date, all Guaranteed Project Milestones that occur after the then applicable ITC Expiration Date.**]**

(b) If the **[**PTC Extension**][**ITC Extension**]** has not been enacted by the **[**PTC Review Date**][**ITC Review Date**]**, then Seller may offer Buyer a Mitigation Option by delivering to Buyer Notice of a Mitigation Offer ("Mitigation Notice") by ***[Insert date that is 8 months after the PTC Review Date/ITC Review Date]*** (the "Mitigation Offer Deadline"). If Seller fails to deliver a Mitigation Notice by the Mitigation Offer Deadline, then the Mitigation Option shall be deemed to have expired, Section 11.1(c) shall be inapplicable and Seller shall be deemed to have waived its rights thereunder, and the provisions of Section 11.1(d) setting forth the consequences of the expiration of the Mitigation Option shall apply.

(c) Mitigation Option.

(i) Seller's Mitigation Offer. In its Mitigation Notice, Seller shall propose a revised Contract Price that excludes the value of the **[**Production Tax Credit**][**Energy Investment Tax Credit**]** in its entirety and provides a formula or methodology to address a **[**Partial PTC Extension**][**Partial ITC Extension**]**("Mitigation Offer"). Along with the Mitigation Offer, Seller shall provide documentation to evidence the ability of Seller (directly or through any Affiliate) to earn and claim the federal tax credit under the existing federal legislation and the actual value of the credit based Seller's (or Seller's Affiliates, if applicable) anticipated tax filings with the U.S. federal government and applicable state government. Such documentation must also include the effective tax rate used to determine the value and the justification for use of that tax rate and any other documentation reasonably required by Buyer to evaluate the Mitigation Offer.

(ii) Mitigation Option.

(A) Within sixty (60) days after its receipt of a Mitigation Notice ("Mitigation Exercise Period"), Buyer, in its sole discretion, shall have the right ("Mitigation Option"), but not the obligation, to accept Seller's Mitigation Offer by delivering a notice of acceptance ("Offer Acceptance Notice") to Seller.

(B) Within forty-five (45) days after Seller's receipt of an Offer Acceptance Notice, the Parties must amend this Agreement and, if necessary, other documents related to this Agreement, to reflect the changes mutually agreed upon by the Parties related to the Mitigation Offer ("Mitigation Amendment"), subject to Mitigation Option Approval. The Mitigation Amendment must incorporate terms ("Reinstatement Terms") providing (I) a methodology to reduce the agreed upon Contract Price to reflect a **[**Partial PTC Extension**][**Partial ITC Extension**]** for which Seller (or Seller's Affiliates, if applicable) qualifies, if such legislation is enacted at any time after the Mitigation Offer is accepted and (II) an express agreement to refund to Buyer, or allow Buyer to offset, any payments made to Seller under the Mitigation Amendment, if the **[**PTC Extension**][**ITC Extension**]** or a **[**Partial PTC Extension**][**Partial ITC Extension**]** is enacted or made available on a retroactive basis and Seller (or Seller's Affiliates, if applicable) is eligible to earn such tax credits.

(C) If Buyer fails to deliver an Offer Acceptance Notice during the Mitigation Exercise Period, or if Buyer timely delivers an Offer Acceptance Notice but the Parties are unable to execute a Mitigation Amendment within the forty-five (45) day period following Seller's receipt of such notice, then the Mitigation Option shall be deemed to have expired, and the provisions of Section 11.1(d) shall apply.

(iii) Mitigation Option Approval. If the Parties complete and execute a Mitigation Amendment, Buyer shall, within thirty (30) days of the date on which the Parties execute the Mitigation Amendment, submit it to the CPUC through an advice filing or other appropriate application ("CPUC Mitigation Filing") seeking CPUC approval of Buyer's exercise of the Mitigation Option and the Mitigation Amendment, which must include Buyer's recovery of all additional payments to be made by Buyer under the Mitigation Amendment, as modified, subject to the Buyer's continued administration of the Agreement, as amended ("Mitigation Option Approval"). If such Mitigation Option Approval does not occur on or prior to one hundred eighty (180) days after the CPUC Mitigation Filing, the Mitigation Option shall be deemed to have expired without being exercised, the Mitigation Amendment shall have no effect, and the provisions of Section 11.1(d) shall apply.

(iv) Reinstatement. If, after Seller delivers a Mitigation Notice to Buyer, the **[**PTC Extension**][**ITC Extension**]** or a **[**Partial PTC Extension**][**Partial ITC Extension**]** is enacted (such date of enactment, the "Reinstatement Date"), and if as of the Reinstatement Date the Agreement is still in effect and Buyer has not delivered an Offer Acceptance Notice, then the Mitigation Offer shall be deemed rescinded, Seller shall not be permitted to terminate this Agreement pursuant to this Section 11.1, and both Parties shall continue to perform under this Agreement, without amendment, except that each of the **[**PTC Affected Milestones**][**ITC Affected Milestones**]** shall be extended by the number of days between the **[**PTC Review Date**][**ITC Review Date**]** and the Reinstatement Date. If the Reinstatement Date occurs while this Agreement is still in effect but after the date an Offer Acceptance Notice is delivered by Buyer, then the Reinstatement Terms of the Mitigation Amendment dealing with such circumstance shall apply.

(d) Expiration of Mitigation Option.

(i) Applicability. The provisions of Section 11.1(d)(ii) below shall apply only if the **[**PTC Extension**][**ITC Extension] is not enacted by the **[**PTC Review Date**][**ITC Review Date**]** and

(A) Seller fails to deliver a Mitigation Notice by the Mitigation Offer Deadline;

(B) Seller timely delivers a Mitigation Notice but Buyer fails to deliver an Offer Acceptance Notice within the Mitigation Exercise Period;

(C) Buyer and Seller are unable to execute a Mitigation Amendment within the 45-day period following Seller's receipt of Buyer's Offer Acceptance Notice;

(D) the Parties execute a Mitigation Amendment pursuant to Section 11.1(c) but Buyer fails to make the CPUC Mitigation Filing by the thirtieth ($30^{th}$) day after the Mitigation Amendment is executed; or

(E) Buyer has made the CPUC Mitigation Filing but Mitigation Option Approval is not received within the 180-day period following the CPUC Mitigation Filing.

(ii) Effect of Expiration of Mitigation Option. If one or more conditions set forth in Section 11.1(d)(i) apply, and if the **[**PTC Extension**][**ITC Extension**]** is not enacted by the **[**PTC Extension Cutoff Date**][**ITC Extension Cutoff Date**]**, then Seller may terminate the Agreement by delivering Notice of termination to Buyer within ten (10) Business Days following the **[**PTC Extension Cutoff Date**][**ITC Extension Cutoff Date**]**. If Seller fails to deliver Notice of termination by the tenth (10th) Business Day after the **[**PTC Extension Cutoff Date**][**ITC Extension Cutoff Date**]**, Seller shall be deemed to have waived its termination right under this Section 11.1(d), and both Parties shall continue to perform under this Agreement without amendment. Any termination by Seller pursuant to this Section 11.1(d)(ii) shall be effective five (5) Business Days from the date on which Seller delivers Notice of termination. Upon such termination neither Party shall have any obligation or liability to the other except for those set forth in Section 2.6(a) and (b), which shall survive termination of this Agreement as provided therein.

11.2 Force Majeure Termination Event.

(a) Force Majeure Failure. Buyer shall have the right, but not the obligation, to terminate this Agreement after the occurrence of the following:

(i) if after the Commercial Operation Date,:

(A) the Project fails to deliver at least forty percent (40%) of the Contract Quantity to the Delivery Point for a period of twelve (12) consecutive rolling months following a Force Majeure event that materially and adversely impacts the Project ("Force Majeure Project Failure") and Buyer has notified Seller of such failure; provided that if Seller within forty-five (45) days of receipt of Notice from Buyer regarding the Force Majeure Project Failure, presents Buyer with a plan for mitigation of the effect of the Force Majeure within a

period not to exceed six (6) months from above-mentioned Notice date, which plan is commercially reasonable and satisfactory to Buyer, as evidenced by Buyer's written acknowledgement of such plan, then Buyer shall not have the right to terminate this Agreement pursuant to this Section 11.2(a) until the expiration of the additional period deemed necessary by Seller to repair the Project (not to exceed six (6) months); provided that Seller diligently pursues such mitigation plan throughout said additional period, and after which time Buyer may terminate unless the Project has been repaired, and the Seller has resumed and is satisfying its performance obligations under this Agreement; or

(B) the Project is destroyed or rendered inoperable by a Force Majeure caused by a catastrophic natural disaster; provided that Seller shall have up to ninety (90) days following such Force Majeure event to obtain a report from an independent, third party engineer stating whether the Project is capable of being repaired or replaced within twenty-four (24) additional months or less from the date of the report and provide Buyer a copy of the engineer's report, at no cost to Buyer; provided further that if such engineer's report concludes that the Project is capable of being repaired or replaced within such twenty-four (24) month period and Seller undertakes and continues such repair or replacement with due diligence, then Buyer shall not have the right to terminate this Agreement pursuant to this Section 11.2(a) until the expiration of the period deemed necessary by the engineer's report (not to exceed twenty-four (24) months), after which time, Buyer may terminate unless the Project has been repaired or replaced, as applicable, and the Seller has resumed and is satisfying its performance obligations under this Agreement;

(ii) if prior to the Construction Start Date or Commercial Operation Date, as applicable, Seller is unable, due solely to a Force Majeure event, to achieve the Construction Start Date or place the Project into Commercial Operation by either of the Guaranteed Milestones, after applicable extensions or cure periods have run, as set forth in Sections 3.9(c)(iii) and (iv) (in either case a "Force Majeure Development Failure"); provided that in the event of a Force Majeure caused by a catastrophic natural disaster, upon Buyer's written request to Seller, Seller shall have not more than ninety (90) days from the date of such Force Majeure event to obtain a report from an independent, third party engineer stating whether the Project is capable of being repaired or replaced within twenty-four (24) additional months and provide Buyer a copy of the engineer's report, at no cost to Buyer provided further that if such engineer's report concludes that the Project is capable of being repaired or replaced within such twenty-four (24) month period and Seller undertakes and continues such repair or replacement with due diligence, then Buyer shall not have the right to terminate this Agreement pursuant to this Section 11.2(a) until the expiration of the period deemed necessary by the engineer's report (not to exceed twenty-four (24) months), after which time, Buyer may terminate unless the Project has been repaired or replaced, as applicable, and the Seller has resumed and is satisfying its performance obligations under this Agreement.

(b) Right of First Offer.

(i) If Buyer exercises its termination right in connection with the Force Majeure Failure, then for a period of three (3) years from the date on which Buyer Notifies Seller of such termination ("Exclusivity Period"), neither Seller, its successors and assigns, nor its Affiliates shall enter into an obligation or agreement to sell or otherwise transfer any Products from the Project to any third party, unless Seller first offers, in writing, to sell to Buyer such Products from the Project on the same terms and conditions as this Agreement, subject to permitted modifications identified in subpart (ii) below, (the "First Offer") and Buyer either accepts or rejects such First Offer in accordance with the provisions herein.

(ii) If Buyer accepts the First Offer, Buyer shall Notify Seller within thirty (30) days of receipt of the First Offer subject to Buyer's management approval and CPUC Approval ("Buyer's Notice"), and then the Parties shall have not more than ninety (90) days from the date of Buyer's Notice to enter into a new power purchase agreement, in substantially the same form as this Agreement, or amend this Agreement, subject to CPUC Approval, if necessary; provided that the Contract Price may only be increased to reflect Seller's documented incremental costs in overcoming the Force Majeure event.

(iii) If Buyer rejects or fails to accept Seller's First Offer within thirty (30) days of receipt of such offer, Seller shall thereafter be free to sell or otherwise transfer, and to enter into agreements to sell or otherwise transfer, any Products from the Project to any third party, so long as the material terms and conditions of such sale or transfer are not more favorable to the third party than those of the First Offer to Buyer. If, during the Exclusivity Period, Seller desires to enter into an obligation or agreement with a third party, Seller shall deliver to Buyer a certificate of an authorized officer of Seller (A) summarizing the material terms and conditions of such agreement and (B) certifying that the proposed agreement with the third party will not provide Seller with a lower rate of return than that offered in the First Offer to Buyer. Seller's certificate shall be in substantially the form of Appendix IX. If Seller is unable to deliver such a certificate to Buyer, then Seller may not sell or otherwise transfer, or enter into an agreement to sell or otherwise transfer, the Products from the Project without first offering to sell or otherwise transfer such Products to Buyer on such more favorable terms and conditions (the "Revised Offer") in accordance with subpart (ii) above. If within thirty (30) days of receipt of Seller's Revised Offer the Buyer rejects, or fails to accept by Notice to Seller, the Revised Offer, then Seller will thereafter be free to sell or otherwise transfer, and to enter into agreements to sell or otherwise transfer, such Products from the Project to any third party on such terms and conditions as set forth in the certificate.

## ARTICLE TWELVE: DISPUTE RESOLUTION

12.1 Intent of the Parties. Except as provided in the next sentence, the sole procedure to resolve any claim arising out of or relating to this Agreement is the dispute resolution procedure set forth in this Article Twelve. The lone exception to the foregoing is that either Party may seek an injunction in Superior Court in San Francisco, California if such action is necessary to prevent irreparable harm, in which case both Parties nonetheless will continue to pursue resolution of all other aspects of the dispute by means of this procedure.

12.2 Management Negotiations.

(a) The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations between each Party's Authorized Representative, or such other person designated in writing as a representative of the Party (each a "Manager"). Either Manager may request a meeting to, be held in person or telephonically, to initiate negotiations to be held within ten (10) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) Business Days of their first meeting ("Initial Negotiation End Date"), the Managers shall refer the matter to the designated senior officers of their respective companies ("Executive(s)"), who shall have authority to settle the dispute. Within five (5) Business Days of the Initial Negotiation End Date ("Referral Date"), each Party shall provide one another written Notice confirming the referral and identifying the name and title of the Executive who will represent the Party.

(b) Within five (5) Business Days of the Referral Date, the Executives shall establish a mutually acceptable location and date to meet, which date shall not be greater than thirty (30) days from the Referral Date. After the initial meeting date, the Executives shall meet, as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute.

(c) All communication and writing exchanged between the Parties in connection with these negotiations shall be deemed confidential and subject to the confidentiality provisions of this Agreement. All such communication and writing shall be inadmissible as evidence such that it cannot be used or referred to in any subsequent binding adjudicatory process between the Parties, whether with respect to this dispute or any other.

(d) If the matter is not resolved within forty-five (45) days of the Referral Date, or if the Party receiving the written request to meet, pursuant to Section 12.2(a), refuses or does not meet within the ten (10) Business Day period specified in Section 12.2(a), either Party may initiate mediation of the controversy or claim according to the terms of the following Section 12.3.

12.3 Mediation. If the dispute cannot be resolved by negotiation as set forth in Section 12.2 above, then either Party may initiate mediation, the first-step of a two-step dispute resolution process, which JAMS shall administer. As the first step, the Parties agree to mediate any controversy before a commercial mediator from the JAMS panel, pursuant to JAMS's then-applicable commercial mediation rules, in San Francisco, California. Either Party may initiate such a mediation by serving a written demand for mediation. The mediator shall not have the authority to require, and neither Party may be compelled to engage in, any form of discovery prior to or in connection with the mediation. If within sixty (60) days after service of a written demand for mediation, or as extended by mutual agreement of the Parties, the mediation does not result in resolution of the dispute, then the Parties shall resolve such controversy through Arbitration by one retired judge or justice from the JAMS panel, which Arbitration shall take place in San Francisco, California, and which the Arbitrator shall administer by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). 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 period commencing from the date of the written demand for mediation until the appointment of a mediator shall be included within the sixty (60) day mediation period. Any mediator(s) and arbitrator(s) 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 within sixty (60) days of service of the written demand for mediation.

12.4 Arbitration. At the request of a Party, the arbitrator shall have the discretion to order depositions of witnesses to the extent the arbitrator deems such discovery relevant and appropriate. Depositions shall be limited to a maximum of three (3) per Party and shall be held within thirty (30) days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. Each deposition shall be limited to a maximum of six (6) hours duration unless otherwise permitted by the arbitrator for good cause shown. All objections are reserved for the Arbitration hearing except for objections based on privilege and proprietary and confidential information. The arbitrator shall also have discretion to order the Parties to exchange relevant documents. The arbitrator shall also have discretion to order the Parties to answer interrogatories, upon good cause shown.

(a) Each of the Parties shall submit to the arbitrator, in accordance with a schedule set by the arbitrator, offers in the form of the award it considers the arbitrator should make. If the arbitrator requires the Parties to submit more than one such offer, the arbitrator shall designate a deadline by which time the Parties shall submit their last and best offer. In such proceedings the arbitrator shall be limited to awarding only one of the two "last and best" offers submitted, and shall not determine an alternative or compromise remedy.

(b) The arbitrator shall have no authority to award punitive or exemplary damages or any other damages other than direct and actual damages and the other remedies contemplated by this Agreement.

(c) The arbitrator's award shall be made within nine (9) months of the filing of the notice of intention to arbitrate (demand) and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties or by the arbitrator, if necessary. The California Superior Court of the City and County of San Francisco may enter judgment upon any award rendered by the arbitrator. The Parties are aware of the decision in Advanced Micro Devices, Inc. v. Intel Corp., 9 Cal. 4th 362 (1994) and, except as modified by this Agreement, intend to limit the power of the arbitrator to that of a Superior Court judge enforcing California Law.

(d) The prevailing Party in this dispute resolution process is entitled to recover its costs and reasonable attorneys' fees.

(e) The arbitrator shall have the authority to grant dispositive motions prior to the commencement of or following the completion of discovery if the arbitrator concludes that there is no material issue of fact pending before him or her.

(f) Except as may be required by Law, neither a Party nor an arbitrator may disclose the existence, content, or results of any Arbitration hereunder without the prior written consent of both Parties.

## ARTICLE THIRTEEN: NOTICES

Whenever this Agreement requires or permits delivery of a "Notice" (or requires a Party to "notify"), the Party with such right or obligation shall provide a written communication in the manner specified herein; provided, however, that notices of Outages or other Scheduling or dispatch information or requests, as provided in Appendix VIII, shall be provided in accordance with the terms set forth in the relevant section of this Agreement. Notices may be sent by facsimile or e-mail. A Notice sent by facsimile transmission or e-mail will be recognized and shall be deemed received on the Business Day on which such Notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next Business Day) and a Notice of overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent or such earlier time as is confirmed by the receiving Party. Either Party may periodically change any address, phone number, e-mail, or contact to which Notice is to be given it by providing Notice of such change to the other Party.

## SIGNATURES

**Agreement Execution**

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

| [**SELLER, a (*include place of formation and business type*)**] | **PACIFIC GAS AND ELECTRIC COMPANY, a California corporation** |
|---|---|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

**APPENDIX I**

**FORM OF LETTER OF CREDIT**

***Issuing Bank Letterhead and Address***

STANDBY LETTER OF CREDIT NO. XXXXXXXX

**Date:** [insert issue date]

**Beneficiary:** Pacific Gas and Electric Company

77 Beale Street, Mail Code B28L
San Francisco, CA 94105
Attention: Credit Risk Management

**Applicant:** [Insert name and address of Applicant]

**Letter of Credit Amount:** [insert amount]

**Expiry Date:** [insert expiry date]

Ladies and Gentlemen:

By order of **[insert name of Applicant]** ("Applicant"), we hereby issue in favor of Pacific Gas and Electric Company (the "Beneficiary") our irrevocable standby letter of credit No. **[insert number of letter of credit]** ("Letter of Credit"), for the account of Applicant, for drawings up to but not to exceed the aggregate sum of U.S. $ **[insert amount in figures followed by (amount in words)]** ("Letter of Credit Amount"). This Letter of Credit is available with **[insert name of issuing bank, and the city and state in which it is located]** by sight payment, at our offices located at the address stated below, effective immediately, and it will expire at our close of business on **[insert expiry date]** (the "Expiry Date").

Funds under this Letter of Credit are available to the Beneficiary against presentation of the following documents:

1. Beneficiary's signed and dated sight draft in the form of Exhibit A hereto, referencing this Letter of Credit No. **[insert number]** and stating the amount of the demand; and

2. One of the following statements signed by an authorized representative or officer of Beneficiary:

   A. "Pursuant to the terms of that certain **[insert name of the agreement]** (the "Agreement"), dated **[insert date of the Agreement]**, between Beneficiary and **[insert name of Seller under the Agreement],** Beneficiary is entitled to draw under Letter of Credit No. **[insert number]** amounts owed by **[insert name of Seller under the Agreement]** under the Agreement; or

   B. "Letter of Credit No. **[insert number]** will expire in thirty (30) days or less and **[insert name of Seller under the Agreement]** has not provided replacement security acceptable to Beneficiary.

Special Conditions:

1. Partial and multiple drawings under this Letter of Credit are allowed;
2. All banking charges associated with this Letter of Credit are for the account of the Applicant;
3. This Letter of Credit is not transferable;
4. A drawing for an amount greater than the Letter of Credit Amount is allowed, however, payment shall not exceed the Letter of Credit Amount; and
5. The Expiry Date of this Letter of Credit shall be automatically extended (without an amendment hereto) for a period of one (1) year from the Expiry Date or any future Expiry Date, unless **[insert name of Seller under the Agreement]** has provided replacement security acceptable to Beneficiary, or Beneficiary has returned this Letter of Credit to **[insert name of Seller under the Agreement]** prior to the Expiry Date.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation, on or before the Expiry Date (or after the Expiry Date as provided below), at our offices at **[insert issuing bank's address for drawings]**.

All demands for payment shall be made by presentation of originals or copies of documents; or by facsimile transmission of documents to **[insert fax number]**, Attention: **[insert name of issuing bank's receiving department]**, with originals or copies of documents to follow by overnight mail. If presentation is made by facsimile transmission, you may contact us at **[insert phone number]** to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a presentation.

Our payments against complying presentations under this Letter of Credit will be made no later than on the sixth (6th) banking day following a complying presentation.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification. It is our individual obligation, which is not contingent upon reimbursement and is not affected by any agreement, document, or instrument between us and the Applicant or between the Beneficiary and the Applicant or any other party.

Except as otherwise specifically stated herein, this Letter of Credit is subject to and governed by the *Uniform Customs and Practice for Documentary Credits, 2007 Revision,* International Chamber of Commerce (ICC) Publication No. 600 (the "UCP 600"); provided that, if this Letter of Credit expires during an interruption of our business as described in Article 36 of the UCP 600, we will honor drafts presented in compliance with this Letter of Credit within thirty (30) days after the resumption of our business and effect payment accordingly.

The law of the State of New York shall apply to any matters not covered by the UCP 600.

For telephone assistance regarding this Letter of Credit, please contact us at **[insert number and any other necessary details]**.

Very truly yours,

**[insert name of issuing bank]**

By: _____
Authorized Signature

Name: **[print or type name]**

Title: _____

**Exhibit A SIGHT DRAFT**

TO
[INSERT NAME AND ADDRESS OF PAYING BANK]

AMOUNT: $_____ DATE: _____

AT SIGHT OF THIS DEMAND PAY TO THE ORDER OF PACIFIC GAS AND ELECTRIC COMPANY THE AMOUNT OF U.S.$_____(_____ U.S. DOLLARS)

DRAWN UNDER [INSERT NAME OF ISSUING BANK] LETTER OF CREDIT NO. XXXXXX.

REMIT FUNDS AS FOLLOWS:

[INSERT PAYMENT INSTRUCTIONS]

DRAWER

BY: _____
NAME AND TITLE

**APPENDIX II**

**INITIAL ENERGY DELIVERY DATE CONFIRMATION LETTER**

In accordance with the terms of that certain Power Purchase Agreement dated _____ ("Agreement") by and between _____("Buyer") and _____ ("Seller"), this letter ("Initial Energy Delivery Date Confirmation Letter") serves to document the Parties' further agreement that (i) the Conditions Precedent to the occurrence of the Initial Energy Delivery Date have been satisfied, and (ii) Seller has scheduled and Buyer has received the Product, as specified in the Agreement, as of this _____ day of _____, _____ (the "Initial Energy Delivery Date"). All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

Seller represents to Buyer that it has been granted status as an [Exempt Wholesale Generator] [Qualifying Facility]. Additionally Seller provides the following FERC Tariff information for reference purposes only:

Tariff: Dated: Docket Number:

IN WITNESS WHEREOF, each Party has caused this Initial Energy Delivery Date Confirmation Letter to be duly executed by its authorized representative as of the date of last signature provided below:

| [*SELLER*] | **PACIFIC GAS AND ELECTRIC COMPANY** |
|---|---|
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

## APPENDIX III

## MILESTONES SCHEDULE

| Identify Milestone | Date for Completion |
|---|---|
| | |
| | |
| | |

**[To be completed by Buyer and Seller]**

**APPENDIX III- Attachment A**

# Monthly Progress Report

For:

**[Project Name]**

By:

**[Counterparty name]** *("Seller")*

On:

**[Report Date]**

For month of:

**[Report Month]**

Provided to:

**Pacific Gas and Electric Company** ("Buyer")

## GENERAL PROJECT SPECIFICATIONS

**Site Address, City, State:**

**Project Technology** *(biomass, biogas, geothermal, hydro, solar PV, solar thermal, wind)*:

**Megawatt capacity**:

**Site size** *(acres, square miles, square feet)*:

## 1. INSTRUCTIONS

1.1. **Please complete the form and forward it to your PG&E Contract Manager according to the schedule specified in the Agreement.**

1.2. **You may add new information to the prior month's report without editing the prior month's information to reflect current status. For ease of review, please add a date in parenthesis in front of each new entry.**

i.e.: (11/4/09) Grading has started for the roads and turbine sites.

(10/4/09) Construction of maintenance buildings has been completed.

1.3. **See the Requirements for this report in Section 18.**

## 2. EXECUTIVE SUMMARY

*Please provide a general Project overview statement.*

## 3. MAJOR ACTIVITIES PERFORMED AND/OR COMPLETED - INCEPTION TO DATE

*Please provide a cumulative summary of the major activities completed for each of the following aspects of the Project (provide details in subsequent sections of this report).*

3.1. Milestones

3.2. Financing

3.3. Permitting and Governmental Approvals

3.4. Site Control

3.5. Design and Engineering

3.6. Major Equipment Procurement

3.7. Construction

3.8. Interconnection

3.9. Startup Testing and Commissioning

## 4. MAJOR ACTIVITIES PLANNED FOR NEXT MONTH

*Please provide a summary of the major activities to be performed during the current month for each of the following aspects of the Project (provide details in subsequent sections of this report).*

4.1. Milestones

4.2. Financing

4.3. Permitting and Governmental Approvals

4.4. Site Control

4.5. Design and Engineering

4.6. Major Equipment procurement

4.7. Construction

4.8. Interconnection

4.9. Startup Testing and Commissioning

## 5. MILESTONES

5.1. Milestone schedule

*Please list all Milestones specified in the Agreement and state the current status of each.*

| **Milestone** | **Milestone Date Specified in the Agreement** | **Status** (e.g., on schedule, delayed due to [*specify reason*]; current expected completion date) |
|---|---|---|
| | | |
| | | |

## 6. MILESTONE REMEDIAL ACTION PLAN (IF APPLICABLE)

*If Seller has failed and/or expects to fail to achieve any Milestone, please explain in detail each of the following aspects of Seller's Remedial Action Plan.*

6.1. Missed Milestone

6.2. Plans to achieve missed Milestone

6.3. Plans to achieve subsequent Milestones

6.4. Delays in engineering schedule and plans to remedy delays

6.5. Delays in major equipment procurement and plans to remedy delays

6.6. Delays in construction and interconnection schedule and plans to remedy

## 7. FINANCING

*Please provide the schedule Seller intends to follow to obtain financing for the Project. Include information about each stage of financing. If Seller intends to pursue federal or state loans or grants, include information about each stage of the application process.*

| **Activity** *(e.g., obtain $xx for yy stage from zz)* | **Completion Date** |
|---|---|
| | __/__/____ (expected / actual) |
| | __/__/____ (expected / actual) |

## 8. PROJECT SCHEDULE

*Please provide a copy of the current version of the overall Project development schedule (e.g., Work Breakdown Structure, Gantt chart, MS Project report, etc.). Include all major activities for Governmental Approvals, design and engineering, procurement, construction, interconnection and testing.*

## 9. PERMITTING AND GOVERNMENTAL APPROVALS

9.1. Environmental Impact Review

*Please provide information about the primary environmental impact review for the Project. Indicate whether dates are expected or actual.*

| | |
|---|---|
| **Agency** [*e.g., the lead agency as required under the California Environmental Quality Act (CEQA)]* | |
| **Date of application/submission** | __/__/____ (expected / actual) |
| **Date application/submission deemed complete by agency** | __/__/____ (expected / actual) |
| **Date of initial study** *(if applicable)* | __/__/____ (expected / actual) |
| **Process** *(e.g., Notice of Exemption, Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report)* | |
| **Date of Notice of Preparation** | __/__/____ (expected / actual) |
| **Date of Draft Negative Declaration – Mitigated Negative Declaration - Environmental Impact Report** | __/__/____ (expected / actual) |
| **Date Notice of Determination filed at CA Office of Planning and Research or County Clerk** | __/__/____ (expected / actual) |

9.2. Federal, State, Regional, County or Local Governmental Approvals

*Please describe each of the major Governmental Approvals to be obtained by Seller and the status of each.*

| **Agency / Approval**<br>*e.g.,*<br>*California Energy Commission (CEC) / Application for Certification (AFC)*<br><br>*[name] County / Conditional Use Permit (CUP)* | **Status Summary**<br>*e.g., dates of application / hearing / notice / etc. (note whether dates are anticipated or actual); major activities (indicate whether planned, in progress and/or completed); primary reasons for possible delay, etc.* |
|---|---|
| | |
| | |
| | |
| | |
| | |

9.3. Governmental Approval activities recently performed

*Please list all Governmental Approval activities that occurred since the previous report.*

9.4. Governmental Approval activities expected during the current month

*Please list all Governmental Approval activities that are expected to occur during the current month.*

9.5. Governmental Approval Notices received from EPC Contractor

*Please attach to this Monthly Progress Report copies of any notices related to Governmental Approval activities received since the previous report, whether from EPC Contractor or directly from Governmental Agencies.*

## 10. SITE CONTROL

10.1. Site control schedule

*If not obtained prior to the execution of the Agreement, please provide the schedule Seller intends to follow to obtain control of the Project Site (e.g., purchase, lease).*

| Activity | Completion Date |
|---|---|
| | __/__/____ (expected / actual) |
| | __/__/____ (expected / actual) |

10.2. Site Control activities recently performed

*Please explain in detail the property acquisition activities that were performed since the previous report.*

10.3. Site Control activities expected during the current month.

*Please explain in detail the Site control activities that are expected to be performed during the current month.*

## 11. DESIGN and ENGINEERING

### 11.1. Design and engineering schedule

*Please provide the name of the EPC Contractor, the date of execution of the EPC Contract, and the date of issuance of a full notice to proceed (or equivalent).*

*Please list all major design and engineering activities, both planned and completed, to be performed by Seller and the EPC Contractor.*

| Name of EPC Contractor / Subcontractor | Activity | Completion Date |
|---|---|---|
| | | __/__/____ (expected / actual) |
| | | __/__/____ (expected / actual) |

### 11.2. Design and engineering activities recently performed

*Please explain in detail the design and engineering activities that were performed since the previous report.*

### 11.3. Design and engineering activities expected during the current month

*Please explain in detail the design and engineering activities that are expected to be performed during the current month.*

## 12. MAJOR EQUIPMENT PROCUREMENT

### 12.1. Major equipment to be procured

*Please list all major equipment to be procured by Seller or the EPC Contractor.*

| Equipment Description | Manufacturer | Delivery Date (indicate whether expected or actual) | Installation Date (indicate whether expected or actual) |
|---|---|---|---|
| | | __/__/____ (expected / actual) | __/__/____ (expected / actual) |
| | | __/__/____ (expected / actual) | __/__/____ (expected / actual) |

| Equipment Description | No. Ordered | No. Made | No. On-Site | No. Installed | No. Tested |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

### 12.2. Major Equipment procurement activities recently performed

*Please explain in detail the major equipment procurement activities that were performed since the previous report.*

12.3. Major Equipment procurement activities expected during the current month

*Please explain in detail the major equipment procurement activities that are expected to be performed during the current month.*

## 13. CONSTRUCTION

13.1. Construction activities

*Please list all major construction activities, both planned and completed, to be performed by Seller or the EPC contractor.*

| Activity | EPC Contractor / Subcontractor | Completion Date |
|---|---|---|
| | | __/__/____ (expected / actual) |
| | | __/__/____ (expected / actual) |

13.2. Construction activities recently performed

*Please explain in detail the construction activities that were performed since the previous report.*

13.3. Construction activities expected during the current month

*Please explain in detail the construction activities are expected to be performed during the current month.*

13.4. EPC Contractor Monthly Progress Report.

*Please attach a copy of the Monthly Progress Reports received since the previous report from the EPC Contractor pursuant to the construction contract between Seller and EPC Contractor, certified by the EPC Contractor as being true and correct as of the date issued.*

## 14. INTERCONNECTION AND TRANSMISSION

14.1. Interconnection activities

*Please list all major interconnection activities, both planned and completed, to be performed by Seller or the EPC Contractor.*

| Activity | Name of EPC Contractor / Subcontractor | Completion Date |
|---|---|---|
| | | __/__/____ (expected / actual) |
| | | __/__/____ (expected / actual) |

14.2. Interconnection activities recently performed

*Please explain in detail the interconnection activities that were performed since the previous report.*

14.3. Interconnection activities expected during the current month

*Please explain in detail the interconnection activities that are expected to be performed during the current month.*

## 15. STARTUP TESTING AND COMMISSIONING

15.1. Startup testing and commissioning activities

*Please list all major startup testing and commissioning activities, both planned and completed, to be performed by Seller or the EPC Contractor.*

| Activity | Name of EPC Contractor / Subcontractor | Completion Date |
|---|---|---|
| | | __/__/____ (expected / actual) |
| | | __/__/____ (expected / actual) |

15.2. Startup testing and commissioning activities recently performed

*Please explain in detail the startup testing and commissioning activities that were performed since the previous report.*

15.3. Startup testing and commissioning activities expected during the current month

*Please explain in detail the startup testing and commissioning activities that are expected to be performed during the current month.*

## 16. SAFETY AND HEALTH REPORT

16.1. Accidents

*Please describe all Project-related accidents reported since the previous report.*

16.2. Work stoppages

*Please describe all Project-related work stoppages that occurred since the previous report.*

*Please describe the effect of work stoppages on the Project schedule.*

## 17. CERTIFICATION

I, _____, on behalf of and as an authorized representative of [_____], do hereby certify that any and all information contained in this Monthly Progress Report is true and accurate, and reflects, to the best of my knowledge, the current status of the construction of the Units as of the date specified below.

By:_____

Name:_____

Title:_____

Date:_____

## 18. REQUIREMENTS

Any capitalized terms used in this report which are not defined herein shall have the meaning ascribed to them in the Power Purchase Agreement by and between , ("Seller") and Pacific Gas and Electric Company dated _____, (the "Agreement").

In addition to the Remedial Action Plan requirement set forth in Section 3.9(c) of the Agreement, Seller shall review the status of each Milestone of the construction schedule for the Units and related Project and identify such matters referenced in clauses (i)-(v) below as known to Seller and which in Seller's reasonable judgment are expected to adversely affect the schedule, and with respect to any such matters, shall state the actions which Seller intends to take to ensure that the Milestones will be attained by their required dates. Such matters may include, but shall not be limited to:

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

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

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

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

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

Seller shall complete, certify, and deliver this form of Monthly Progress Report to Buyer, together with all attachments and exhibits.

For the purpose of this report, "EPC Contractor" means the contractor responsible for engineering, procurement and construction of the Project, including Seller if acting as contractor, and including all subcontractors.

## APPENDIX IV

## PROJECT DESCRIPTION INCLUDING DESCRIPTION OF SITE

**PROJECT DESCRIPTION**

Project name:
Project Site name: Project physical address: Total number of Units at the Project (committed and not committed to Buyer): Technology Type: Physical Interconnection Point of Project:

Service Territory of Project:

Substation:

The nameplate capacity of the Project:

The term "Site" as defined in the Agreement means the following parcel description upon which the facility is located:

The Units utilized as generation assets as part of the Project is described below:

**[INSERT MAP]**

## APPENDIX V

## DELIVERY TERM CONTRACT QUANTITY SCHEDULE

**[To be completed by Seller]**

| Contract Year | Contract Quantity |
|---|---|
| | |
| | |
| | |

# APPENDIX VI

## CONSTRUCTION START AND COMMERCIAL OPERATION CERTIFICATION FORMS AND PROCEDURES

Appendix VI-1: CONSTRUCTION START FORM OF CERTIFICATION ***[Use for BOTH As-Available and Baseload, Peaking or Dispatchable Product]***

Appendix VI-2: COMMERCIAL OPERATION CERTIFICATION FORM AND PROCEDURES

***[Use the version designated for either As-Available or Baseload, Peaking or Dispatchable Product]***

***[Use this Appendix VI—1 for BOTH As-Available and Baseload, Peaking and Dispatchable Products]***

## APPENDIX VI–1

## CONSTRUCTION START
## FORM OF CERTIFICATION

This certification ("Certification") of the Construction Start Date is delivered by _____("Seller") to Pacific Gas and Electric Company ("Buyer") in accordance with the terms of that certain Power Purchase Agreement dated _____ ("Agreement") by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement. Seller hereby certifies and represents to Buyer the following:

**[To be developed by Buyer and Seller and signed by a Licensed Professional Engineer]**

*[Use this version of Appendix VI–2 for As-Available Product only]*

## APPENDIX VI–2

## COMMERCIAL OPERATION CERTIFICATION PROCEDURE

**[To be developed by Buyer and Seller and to include Form Certification set forth in Appendix VI-2, Attachment A]**

***[Use this version of Appendix VI–2 for As-Available Product only]***

**APPENDIX VI–2 –<u>Attachment A</u>**

**COMMERCIAL OPERATION**
**FORM OF CERTIFICATION**

This certification ("Certification") of Commercial Operation is delivered by _____("Seller") to Pacific Gas and Electric Company ("Buyer") in accordance with the terms of that certain Power Purchase Agreement dated _____ ("Agreement") by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement. Seller hereby certifies and represents to Buyer the following:

**[To be developed by Buyer and Seller and signed by a Licensed Professional Engineer]**

***[Use this version of Appendix VI–2 for Baseload, Peaking or Dispatchable Product only]***

**APPENDIX VI–2**

**COMMERCIAL OPERATION CERTIFICATION PROCEDURE**

**AND PROCEDURE FOR SUBSEQUENT CAPACITY TESTING**

**[To be developed by Buyer and Seller]**

"Capacity Test" – to be defined.

## APPENDIX VII

## GEP DAMAGES CALCULATION

In accordance with the provisions in Section 3.1(e)(ii), GEP Damages means the liquidated damages payment due by Seller to Buyer, calculated as follows:

[(A – B) X (C – D)]

Where:

A = the Guaranteed Energy Production for the Performance Measurement Period, in MWh

B = Sum of Delivered Energy over the Performance Measurement Period, in MWh

C= Replacement Price for the Performance Measurement Period, in $/MWh, reflecting the sum of (a) the simple average of the simple average of the Day Ahead Integrated Forward Market hourly price, as published by the CAISO, for the Existing Zone Generation Trading Hub, in which the PNode resides, plus (b) $50/MWh

D = the unweighted Contract Price specified in Section 4.1 for the Performance Measurement Period, in $/MWh

The Parties agree that in the above calculation of GEP Damages, the result of "(C-D)" shall not be less than $20/MWh.

## APPENDIX VIII

## NOTIFICATION REQUIREMENTS FOR AVAILABLE CAPACITY AND PROJECT OUTAGES

### A. NOTIFICATION REQUIREMENTS FOR ROUTINE START-UP AND SHUTDOWNS

Prior to paralleling or after disconnecting from the electric system, notify the applicable Participating Transmission Owner's (PTO) switching center

- Call the applicable Participating Transmission Owner's (PTO) switching center and advise of the intent to parallel.
- Call the applicable Participating Transmission Owner's (PTO) switching center after the unit has been paralleled and report the parallel time and intended unit output.
- Call the applicable Participant Transmission Owner's (PTO) switching center after any routine separation.

### B. SUBMISSION OF AVAILABLE CAPACITY AND PLANNED OUTAGES

1. Submit information by posting to PG&E's Power Procurement Information Center, which is located at www.pge.com under "B2B" at the bottom of the home page. After selecting "B2B" at the bottom of the page, select "Wholesale Power" in the center of the next page. Then select "Electric Procurement" along the left banner of the next page. After selecting the "Power Procurement Information Center" icon in the middle of the page, you will be required to enter a username and password, which will be assigned to you by PG&E's Bilateral Settlements Group.

2. If the website is unavailable, implement the procedures set forth below:

    a. **For all email correspondence, enter the following in the email subject field: Delivery Date Range, Contract Name, Email Purpose (For example: "dd/mm/yyyy through dd/mm/yyyy XYZ Company Project #2 Daily Forecast of Available Capacity")**

    b. For Annual Forecasts of Available Capacity, email to DAenergy@pge.com and Bilat Settlements@pge.com.

    c. For Monthly and Daily Forecasts of Available Capacity, email to DAenergy@pge.com.

    d. For Daily Forecasts of Available Capacity after fourteen (14) hours before the WECC Preschedule Day, but before the CAISO deadline for submitting Day-Ahead Schedules, call primary phone (415) 973-6222 or backup phone (415) 973-4500. Also send email to DAenergy@pge.com.

    e. For Hourly Forecasts of Available Capacity, call PG&E's Real Time Desk at (415) 973-4500 and email to RealTime@pge.com.

f. For Planned Outages and Prolonged Outages, complete the specifics below and submit by email to PGOutageCoordination@pge.com, DAenergy@pge.com and Bilat_Settlements@pge.com.

   i. ***Email subject Field: dd/mm/yyyy through dd/mm/yyyy XYZ Company Project #2 Outage Notification***

   ii. ***Email body:***

      1. ***Type of Outage: Planned Outage, Forced Outage, Prolonged Outage***

      2. ***Start Date and Start Time***

      3. ***Estimated or Actual End Date and End Time***

      4. ***Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted***

      5. ***Text description of additional information as needed, including, but not limited to, changes to a Planned Outage, Prolonged Outage or Forced Outage.***

**C. FORCED OUTAGE REPORTING**

1. Forced Outages – Seller shall notify PG&E Merchant Generation desk verbally within 10 minutes of event or as soon as reasonably possible, after the safety of all personnel and securing of all facility equipment.

   a. Verbal notification shall include time of forced outage, cause, current availability and estimated return date and time.

   b. After verbally notifying PG&E Merchant Generation desk of the forced outage, Seller shall also put forth commercially reasonable efforts to notify PG&E Settlements via PG&E's electronic website "PPIC".

   c. If the "PPIC website is unavailable, submit the following information via email to Bilat_Settlements@pge.com.

      i. ***Email subject Field: dd/mm/yyyy through dd/mm/yyyy XYZ Company Project #2 Outage Notification***

      ii. ***Email body:***

         1. ***Type of Outage: Planned Outage, Forced Outage, Prolonged Outage***

         2. ***Start Date and Start Time***

         3. ***Estimated or Actual End Date and End Time***

4. ***Date and time when reported to PG&E and name(s) of PG&E representative(s) contacted***

5. ***Text description of additional information as needed, including, but not limited to, changes to a Planned Outage, Prolonged Outage or Forced Outage.***

# APPENDIX IX
# CERTIFICATION OF THIRD PARTY AGREEMENT

**[To be developed by Buyer and Seller]**

## APPENDIX X

## RESOURCE ADEQUACY

1. Seller and Buyer agree that throughout the Delivery Term the Parties shall take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to enable Buyer to use the RA Capacity to satisfy Buyer's Resource Adequacy Requirements. Such commercially reasonable actions may include, but are not limited to, the following:

   A. Cooperating with and encouraging the regional entity, including the CAISO, if applicable, responsible for Resource Adequacy administration to certify or qualify the Contract Capacity for Resource Adequacy Requirements purposes. This includes following requirements the CAISO and/or CPUC has established and may establish in the future, including calculation of RA Capacity over all hours required for Resource Adequacy Requirement eligibility, and delivery of the RA Capacity to the Interconnection Point; and

   B. Negotiating in good faith to make necessary amendments, if any, to this Agreement to conform this Agreement to subsequent clarifications, revisions or decisions of the CPUC or any other entity, including the CAISO, with respect to Resource Adequacy.

2. Seller shall comply with the Resource Adequacy reporting requirements set forth in Section 40 of the CAISO Tariff as may be changed from time to time, including but not limited to the following:

   A. Taking all actions to register the Project with the CAISO to ensure that the Project's Capacity Attributes and/or Contract Capacity is able to be recognized and counted as RA Capacity;

   B. Coordinating with Buyer on the submission to the CAISO of the Monthly Resource Adequacy Plan, as defined in the CAISO Tariff;

   C. Complying with the dispatch requirements applicable to the Project's resource type, as set forth in Section 40 of the CAISO Tariff; and

   D. Complying with the applicable reporting requirements, such as submitting Supply Plans to the CAISO.

3. RA Capacity Delivery Point. The delivery point for the Project, with respect to Buyer's Resource Adequacy Requirements, shall be the Interconnection Point for the Project.

## APPENDIX XI

## NOTICES LIST

Name: [***Seller's Name***], a [***include place of formation and business type***] ("Seller")

All Notices: ***[Seller to complete]***

Delivery Address:
Street:
City: State: Zip:

Mail Address: (if different from above)

Attn:

Phone:
Facsimile:

DUNS:
Federal Tax ID Number:

**Invoices:**
Attn:

Phone:
Facsimile:

**Scheduling:**
Attn:
Phone:
Facsimile:

**Payments:**
Attn:

Phone:
Facsimile:

**Wire Transfer:**
BNK:
ABA:
ACCT:

**Credit and Collections:**
Attn:

Phone:
Facsimile:

Name: Pacific Gas and Electric Company, a California corporation
("Buyer" or "PG&E")
All Notices:

Delivery Address:
77 Beale Street, Mail Code N12E
San Francisco, CA 94105-1702

Mail Address:
P.O. Box 770000, Mail Code N12E
San Francisco, CA 94177
Attn: Candice Chan (CWW9@pge.com)
Director, Contract Mgmt & Settlements
Phone: (415) 973-7780
Facsimile: (415) 973-5507

DUNS:
Federal Tax ID Number:

**Invoices:**
Attn: Azmat Mukhtar (ASM3@pge.com)
Manager, Bilateral Settlements
Phone: (415) 973-4277
Facsimile: (415) 973-2151

**Scheduling:**
Attn: Mike McDermott (m0mc@pge.com)
Phone: (415) 973-4072
Facsimile: (415) 973-0400

**Payments:**
Attn: Azmat Mukhtar (ASM3@pge.com)
Manager, Bilateral Settlements
Phone: (415) 973-4277
Facsimile: (415) 973-2151

**Wire Transfer:**
BNK:
ABA:
ACCT:

**Credit and Collections:**
Attn: Justice Awuku
Manager, Credit Risk Management
Phone: (415) 973-4414
Facsimile: (415) 973-7301

With additional Notices of an Event of Default to Contract Manager:

Attn: _____

Phone: _____

Facsimile: _____

**Contract Manager:**

Attn: Chad Curran (CRCq@pge.com)
Manager, Contract Management
Phone: (415) 973-6105
Facsimile: (415) 972-5507

With additional Notices of an Event of Default to:

PG&E Law Department
Attn: Renewables Portfolio Standard attorney
Phone: (415) 973-4377
Facsimile: (415) 972-5952

# APPENDIX XII

# FORM OF CONSENT TO ASSIGNMENT

# CONSENT AND AGREEMENT

This CONSENT AND AGREEMENT ("Consent and Agreement") is entered into as of **[_____ __, 2___]**, between PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), and **[_____]** , as collateral agent[1] (in such capacity, "Financing Provider"), for the benefit of various financial institutions (collectively, the "Secured Parties") providing financing to [_____] ("Seller"). PG&E, Seller, and the Financing Provider shall each individually be referred to a "Party" and collectively as the "Parties".

## Recitals

A. Pursuant to that certain Power Purchase Agreement dated as of _____, 2___ (as amended, modified, supplemented or restated from time to time, as including all related agreements, instruments and documents, collectively, the "Assigned Agreement") between PG&E and Seller, PG&E has agreed to purchase energy from Seller.

B. The Secured Parties have provided, or have agreed to provide, to Seller financing (including a financing lease) pursuant to one or more agreements (the "Financing Documents"), and require that Financing Provider be provided certain rights with respect to the "Assigned Agreement" and the "Assigned Agreement Accounts," each as defined below, in connection with such financing.

C. In consideration for the execution and delivery of the Assigned Agreement, PG&E has agreed to enter into this Consent and Agreement for the benefit of Seller.

## Agreement

1. Definitions. Any capitalized term used but not defined herein shall have the meaning specified for such term in the Assigned Agreement.

2. Consent. Subject to the terms and conditions below, PG&E consents to and approves the pledge and assignment by Seller to Financing Provider pursuant to the **[**Security Agreement**]** of (a) the Assigned Agreement, and (b) the accounts, revenues and proceeds of the Assigned Agreement (collectively, the "Assigned Agreement Accounts").

3. Limitations on Assignment. Financing Provider acknowledges and confirms that, notwithstanding any provision to the contrary under applicable law or in any Financing Document executed by Seller, Financing Provider shall not assume, sell or otherwise dispose of the Assigned Agreement (whether by foreclosure sale, conveyance in lieu of foreclosure or otherwise) unless, on or before the date of any such assumption, sale or disposition, Financing Provider or any third party, as the case may be, assuming, purchasing or otherwise acquiring the Assigned Agreement (a) cures any and all defaults of Seller under the Assigned Agreement which are capable of being cured and which are not personal to the Seller, (b) executes and delivers to PG&E a written assumption of all of Seller's rights and obligations under the Assigned Agreement in form and substance reasonably satisfactory to PG&E, (c) otherwise satisfies and complies with all requirements of the Assigned Agreement, (d) provides such tax and

---

[1] This form assumes that a collateral agent will hold the security on behalf of a syndicate of lenders and therefore, the consent would be signed by the collateral agent in such capacity for the benefit of the secured parties. If that is not the case, please modify.

enforceability assurance as PG&E may reasonably request, and (e) is a Permitted Transferee (as defined below). Financing Provider further acknowledges that the assignment of the Assigned Agreement and the Assigned Agreement Accounts is for security purposes only and that Financing Provider has no rights under the Assigned Agreement or the Assigned Agreement Accounts to enforce the provisions of the Assigned Agreement or the Assigned Agreement Accounts unless and until an event of default has occurred and is continuing under the Financing Documents between Seller and Financing Provider (a "Financing Default"), in which case Financing Provider shall be entitled to all of the rights and benefits and subject to all of the obligations which Seller then has or may have under the Assigned Agreement to the same extent and in the same manner as if Financing Provider were an original party to the Assigned Agreement.

"Permitted Transferee" means any person or entity who is reasonably acceptable to PG&E. Financing Provider may from time to time, following the occurrence of a Financing Default, notify PG&E in writing of the identity of a proposed transferee of the Assigned Agreement, which proposed transferee may include Financing Provider, in connection with the enforcement of Financing Provider's rights under the Financing Documents, and PG&E shall, within thirty (30) business days of its receipt of such written notice, confirm to Financing Provider whether or not such proposed transferee is a "Permitted Transferee" (together with a written statement of the reason(s) for any negative determination) it being understood that if PG&E shall fail to so respond within such thirty (30) business day period such proposed transferee shall be deemed to be a "Permitted Transferee".

4. Cure Rights.

(a) Notice to Financing Provider by PG&E. PG&E shall, concurrently with the delivery of any notice of an event of default under the Assigned Agreement (each, an "Event of Default") to Seller (a "Default Notice"), provide a copy of such Default Notice to Financing Provider pursuant to Section 9(a) of this Consent and Agreement. In addition, Seller shall provide a copy of the Default Notice to Financing Provider the next business day after receipt from PG&E, independent of any agreement of PG&E to deliver such Default Notice.

(b) Cure Period Available to Financing Provider Prior to Any Termination by PG&E. Upon the occurrence of an Event of Default, subject to (i) the expiration of the relevant cure periods provided to Seller under the Assigned Agreement, and (ii) Section 4(a) above, PG&E shall not terminate the Assigned Agreement unless it or Seller provides Financing Provider with notice of the Event of Default and affords Financing Provider an Additional Cure Period (as defined below) to cure such Event of Default. For purposes of this Agreement "Additional Cure Period" means (i) with respect to a monetary default, ten (10) days in addition to the cure period (if any) provided to Seller in the Assigned Agreement, and (ii) with respect to a non-monetary default, thirty (30) days in addition to the cure period (if any) provided to Seller in the Assigned Agreement.

(c) Failure by PG&E to Deliver Default Notice. If neither PG&E nor Seller delivers a Default Notice to Financing Provider as provided in Section 4(a), the Financing Provider's applicable cure period shall begin on the date on which notice of an Event of Default is delivered to Financing Provider by either PG&E or Seller. Except for a delay in the commencement of the cure period for Financing Provider and a delay in PG&E's ability to terminate the Assigned Agreement (in each case only if both PG&E and Seller fail to deliver notice of an Event of Default to Financing Provider), failure of PG&E to deliver any Default Notice shall not waive

PG&E's right to take any action under the Assigned Agreement and will not subject PG&E to any damages or liability for failure to provide such notice.

(d) Extension for Foreclosure Proceedings. If possession of the Project (as defined in the Assigned Agreement) is necessary for Financing Provider to cure an Event of Default and Financing Provider commences foreclosure proceedings against Seller within thirty (30) days of receiving notice of an Event of Default from PG&E or Seller, whichever is received first, Financing Provider shall be allowed a reasonable additional period to complete such foreclosure proceedings, such period not to exceed ninety (90) days; provided, however, that Financing Provider shall provide a written notice to PG&E that it intends to commence foreclosure proceedings with respect to Seller within ten (10) business days of receiving a notice of such Event of Default from PG&E or Seller, whichever is received first. In the event Financing Provider succeeds to Seller's interest in the Project as a result of foreclosure proceedings, the Financing Provider or a purchaser or grantee pursuant to such foreclosure shall be subject to the requirements of Section 3 of this Consent and Agreement.

5. Setoffs and Deductions. Each of Seller and Financing Provider agrees that PG&E shall have the right to set off or deduct from payments due to Seller each and every amount due PG&E from Seller whether or not arising out of or in connection with the Assigned Agreement. Financing Provider further agrees that it takes the assignment for security purposes of the Assigned Agreement and the Assigned Agreement Accounts subject to any defenses or causes of action PG&E may have against Seller.

6. No Representation or Warranty. Seller and Financing Provider each recognizes and acknowledges that PG&E makes no representation or warranty, express or implied, that Seller has any right, title, or interest in the Assigned Agreement or as to the priority of the assignment for security purposes of the Assigned Agreement or the Assigned Agreement Accounts. Financing Provider is responsible for satisfying itself as to the existence and extent of Seller's right, title, and interest in the Assigned Agreement, and Financing Provider releases PG&E from any liability resulting from the assignment for security purposes of the Assigned Agreement and the Assigned Agreement Accounts.

7. Amendment to Assigned Agreement. Financing Provider acknowledges and agrees that PG&E may agree with Seller to modify or amend the Assigned Agreement, and that PG&E is not obligated to notify Financing Provider of any such amendment or modification to the Assigned Agreement. Financing Provider hereby releases PG&E from all liability arising out of or in connection with the making of any amendment or modification to the Assigned Agreement.

8. Payments under Assigned Agreement. PG&E shall make all payments due to Seller under the Assigned Agreement from and after the date hereof to [_____], as depositary agent, to ABA No. [_____], Account No. [_____], and Seller hereby irrevocably consents to any and all such payments being made in such manner. Each of Seller, PG&E and Financing Provider agrees that each such payment by PG&E to such depositary agent of amounts due to Seller from PG&E under the Assigned Agreement shall satisfy PG&E's corresponding payment obligation under the Assigned Agreement.

9. Miscellaneous.

(a) Notices. All notices hereunder shall be in writing and shall be deemed received (i) at the close of business of the date of receipt, if delivered by hand or by facsimile or other electronic means, or (ii) when signed for by recipient, if sent registered or certified mail, postage

prepaid, provided such notice was properly addressed to the appropriate address indicated on the signature page hereof or to such other address as a party may designate by prior written notice to the other parties, at the address set forth below:

If to Financing Provider:

Name: _____
Address: _____
_____
Attn: _____
Telephone: _____
Facsimile: _____
Email: _____

If to PG&E:

Name: _____
Address: _____
_____
Attn: _____
Telephone: _____
Facsimile: _____
Email: _____

(b) No Assignment. This Consent and Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of PG&E, and shall be binding on and inure to the benefit of the Financing Provider, the Secured Parties and their respective successors and permitted transferees and assigns under the **[**loan agreement**]** and **[**security agreement**]**.

(c) No Modification. This Consent and Agreement is neither a modification of nor an amendment to the Assigned Agreement.

(d) Choice of Law. The parties hereto agree that this Consent and Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

(e) No Waiver. No term, covenant or condition hereof shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused.

(f) Counterparts. This Consent and Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

(g) No Third Party Beneficiaries. There are no third party beneficiaries to this Consent and Agreement.

(h) Severability. The invalidity or unenforceability of any provision of this Consent and Agreement shall not affect the validity or enforceability of any other provision of this Consent and Agreement, which shall remain in full force and effect.

(i) Amendments. This Consent and Agreement may be modified, amended, or rescinded only by writing expressly referring to this Consent and Agreement and signed by all parties hereto.

IN WITNESS WHEREOF, each of PG&E and Financing Provider has duly executed this Consent and Agreement as of the date first written above.

PACIFIC GAS AND ELECTRIC COMPANY
(PG&E)

By: _____
Name: _____
Title: _____

**[_____]**
(Financing Provider), as collateral agent

By: _____
Name: _____
Title: _____

**ACKNOWLEDGEMENT**

The undersigned hereby acknowledges the Consent and Agreement set forth above, makes the agreements set forth therein as applicable to Seller, including the obligation of Seller to provide a copy of any Default Notice it receives from PG&E to Financing Provider the next business day after receipt by Seller, and confirms that the Financing Provider identified above and the Secured Parties have provided or are providing financing to the undersigned.

[_____][name of Seller]

By: _____
Name: _____
Title: _____

## APPENDIX XIII

## SELLER DOCUMENTATION CONDITION PRECEDENT

Seller shall provide to Buyer all of the following documentation at least two (2) Business Days prior to the Execution Date:

1. A copy of each of (A) the articles of incorporation, certificate of incorporation, operating agreement or similar applicable organizational document of Seller and (B) the by-laws or other similar document of Seller (collectively, "Charter Documents") as in effect on the Execution Date.

2. A certificate signed by an authorized officer of Seller, dated the Execution Date, certifying (A) that attached thereto is a true and complete copy of the Charter Documents of the Seller, as in effect at all times from the date on which the resolutions referred to in clause (B) below were adopted to and including the date of such certificate; (B) that attached thereto is a true and complete copy of resolutions duly adopted by the board of directors (or other equivalent body) or evidence of all corporate or limited liability company action, as the case may be, of Seller, authorizing the execution, delivery and performance of this Agreement, and that such resolutions have not been modified, rescinded or amended and are in full force and effect, and (C) as to the name, incumbency and specimen signature of each officer of Seller executing this Agreement.

3. A certificate from the jurisdiction of Seller's incorporation or organization certifying that Seller is duly organized, validly existing and in good standing under the laws of such jurisdiction.

4. Evidence of Site control (e.g. lease with redacted price terms) satisfactory to Buyer.

5. Evidence of CEC Certification and Verification (pre-certification) satisfactory to Buyer.

6. A copy of the most recent financial statements (which may be unaudited) from Seller together with a certificate from the Chief Financial or equivalent officer of Seller, dated the Execution Date, to the effect that, to the best of such officer's knowledge, (A) such financial statements are true, complete and correct in all material respects and (B) there has been no material adverse change in the financial condition, operations, Properties, business or prospects of Seller since the date of such financial statements.

*[Only include this Appendix in Dispatchable Offers]*

## APPENDIX XIV

## ADDITIONAL DISPATCHABLE PRODUCT PROVISIONS AND CAPACITY PRICE TERMS

Throughout the Delivery Term, Seller shall make available the Contract Capacity to Buyer at all times.

In the event that the Project is unable to meet the Contract Capacity requirements as set forth in this Agreement (a "Change in Availability"), Seller shall (i) use commercially reasonable efforts to notify Buyer of any Change in Availability within ten (10) minutes of the occurrence of such outage, and (ii) provide a written estimate of its expected duration and the causes of such Change in Availability within one (1) hour thereafter. Seller shall also notify Buyer in writing upon the return of the Project to normal operation so as to meet the Contract Capacity requirements set forth in this Agreement.

The Capacity Price for each kilowatt of Contract Capacity in each Contract Year shall be as follows:

| Contract Year | Capacity Price ($/kW-year) |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |

"Dispatched Energy" shall be the amount of Energy, in any hour, that Buyer requests Seller to deliver, pursuant to the terms and conditions of the dispatch protocol, which shall be mutually agreed by Buyer and Seller and attached as an appendix to this Agreement. In no event shall Buyer be obligated to receive or pay for, in any hour, any Delivered Energy that either exceeds the amount of Dispatched Energy for the applicable hour or that was not requested by Buyer, pursuant to the dispatch protocol.

Seller shall inform Buyer whenever it knows, or has reasonable basis to believe, that the Project is not fully capable of producing Delivered Energy in the amount of the Contract Capacity in any given hour.

"Available Hours" shall be defined and calculated for each month pursuant to the following formula: the sum of the following: (i) the number of hours in such month in which Buyer has not requested Dispatched Energy from the Project and in which the Project is fully capable of producing Delivered Energy in the amount of the Contract Capacity, but not dispatched, pursuant to the dispatch protocol, which protocol shall be mutually agreed upon by Buyer and Seller; and (ii) for each hour in such month in which the Project is dispatched by Buyer, the quotient resulting from dividing the amount of Delivered Energy for that hour by the amount of Dispatched Energy (provided, however, that such product amount shall never exceed precisely one).

"Dispatched Hour" means any hour for which Seller is dispatched to deliver Dispatched Energy.

"Availability Factor" shall be the percentage amount resulting from dividing the number of Available Hours for a given month by the total number of hours in that month. The Availability Factor can never be greater than one hundred percent (100%). All Availability Factors shall be calculated to the nearest $0.01 before rounding.

A Monthly Capacity Payment shall be paid on a monthly basis based on demonstrated availability. The table below allocates the annual capacity payment among the twelve (12) months of the Contract Year by a Time of Availability (TOA) Factor that allocates the annual value of capacity to each month. The sum of the TOA factors equals precisely one (1). The "Monthly Capacity Payment" shall be the amount resulting from multiplying the Capacity Price times the TOA Factor applicable for such month times the Contract Capacity:

**Monthly Capacity Payment = Capacity Price x TOA Factor x Contract Capacity.**

To receive the full Monthly Capacity Payment for a given month, the Project must demonstrate an Availability Factor for that month equal to or greater than the applicable Minimum Availability Factor, as specified in the table below:

**Time of Availability (TOA) and Minimum Availability Factors**

| Month | TOA Factor | Minimum Availability Factor |
|---|---|---|
| Jan | 4.7% | 90% |
| Feb | 2.9% | 90% |
| Mar | 2.3% | 70% |
| Apr | 3.2% | 70% |
| May | 4.2% | 70% |
| Jun | 7.1% | 95% |
| Jul | 15.7% | 95% |
| Aug | 17.8% | 95% |
| Sep | 16.9% | 95% |
| Oct | 10.3% | 90% |
| Nov | 7.6% | 90% |
| Dec | 7.3% | 90% |
| | **100.0%** | |

***[To improve the potential value of its Offer, Seller has the option, but not the obligation, to offer a higher Minimum Availability Factor in its Offer]***

To the extent that Seller fails to demonstrate the Minimum Availability Factor for any month, Seller shall be liable for and pay to Buyer "Availability Performance Adjustments" for such month, as defined herein. For each month in which the Minimum Availability Factor is ninety-five percent, for each one percent (1%), or fraction thereof, by which the actual Availability Factor in such month is less than ninety-five percent (95%), Seller shall incur and pay to Buyer four percent (4%) of the applicable Monthly Capacity Payment. For each month in which the Minimum Availability Factor is ninety percent (90%), for each one percent (1%), or fraction

thereof, by which the actual Availability Factor in such month is less than ninety percent (90%), Seller shall incur and pay to Buyer four percent (4%) of the applicable Monthly Capacity Payment. For each month in which the Minimum Availability Factor is seventy percent, for each one percent (1%), or fraction thereof, by which the actual Availability Factor in a month is less than seventy percent (70%), Seller shall incur and pay to Buyer one and a half percent (1.5%) of the applicable Monthly Capacity Payment. In no event shall the amount of the Availability Performance Adjustment in a given month exceed the amount of the applicable Monthly Capacity Payment. For the purpose of illustration, the Minimum Availability Factor in June is ninety-five percent (95%). If the actual Availability Factor in that month were ninety percent (90%), then Seller would pay to Buyer the following Availability Performance Adjustment = (95.0% - 90.0%) x 4 = 5% x 4 = 20% of the Monthly Capacity Payment for the month of June.

***[Only include this Appendix for As-Available Product]***

## APPENDIX XIV

## FORM OF ACTUAL AVAILABILITY REPORT

Pursuant to Section 3.1(l)(i), Seller shall prepare an Actual Availability Report in accordance with the procedures described in this Appendix XIV.

(a) Availability Workbook. Seller shall (i) collect the measurement data, listed in (b) below, in one (1) or more Microsoft Excel Workbooks (the "Availability Workbook") provided in a form and naming convention approved by Buyer and (ii) electronically send the Availability Workbook to an address provided by Buyer. The Actual Availability Report shall reflect the sum of the Settlement Interval Actual Available Capacity of all generators as measured by such generator's internal turbine controller.

(b) Log of Availability. The Availability Workbook shall be created on a single, dedicated Excel worksheet and shall be in the form of Attachment A to this Appendix XIV.

# APPENDIX XIV Attachment A

## Form of Actual Availability Report

**[Seller]'s Actual Availability Report**

*All amounts are in MWs*

| Settlement Interval No. | Date | HE1 | HE2 | HE3 | HE4 | HE5 | HE6 | HE7 | HE8 | HE9 | HE10 | HE11 | HE12 | HE13 | HE14 | HE15 | HE16 | HE17 | HE18 | HE19 | HE20 | HE21 | HE22 | HE23 | HE24 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | mm/dd/yyyy | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | |

Date/Time of Submittal

**Appendix XV**
**Telemetry Parameters for Wind or Solar Facility**

| Technology Type | Telemetry Parameters | Units |
|---|---|---|
| | | |
| **Solar Photovoltaic** | Back Panel Temperature | ˚C |
| | Global Horizontal Irradiance | $W/m^2$ |
| | Plane of Array Irradiance (If PV is fixed)<br>Direct Normal Irradiance (If PV is Tracking) | $W/m^2$ |
| | Wind Speed | m/s |
| | Peak Wind Speed (Within 1 minute) | m/s |
| | Wind Direction | Degrees |
| | Ambient Air Temperature | ˚C |
| | Dewpoint Air Temperature or Relative Humidity | ˚C |
| | Horizontal Visibility | m |
| | Precipitation (Rain Rate) | mm/hr |
| | Precipitation (Running 30 day total) | mm |
| | Barometric Pressure | Millibars<br>or<br>Hecto Pascals<br>(HPa) |
| **Solar Thermal or Solar Trough** | Global Horizontal Irradiance | $W/m^2$ |
| | Plane of Array Irradiance (If PV is fixed)<br>Direct Normal Irradiance (If PV is Tracking) | $W/m^2$ |
| | Wind Speed | m/s |
| | Peak Wind Speed (Within 1 minute) | m/s |
| | Wind Direction | Degrees |
| | Ambient Air Temperature | ˚C |
| | Dewpoint Air Temperature or Relative Humidity | ˚C |
| | Horizontal Visibility | m |
| | Precipitation (Rain Rate) | mm/hr |
| | Precipitation (Running 30 day total) | mm |
| | Barometric Pressure | Millibars<br>or<br>Hecto Pascals<br>(HPa) |
| | | |
| **Wind** | Wind Speed | m/s |
| | Peak Wind Speed (Within 1 minute) | m/s |
| | Wind Direction | Degrees |
| | Wind Speed Standard Deviation | -- |
| | Wind Direction Standard Deviation | -- |
| | Barometric Pressure | Millibars<br>or<br>Hecto Pascals<br>(HPa) |
| | Ambient Temperature | ˚C |

# APPENDIX XVI

## Buyer Curtailment Orders

Operational Characteristics of Project for consideration in Buyer Curtailment Orders:

***[The following applies to As-Available Product]***

- Advance notification required for Buyer Curtailment Order: 10 Minutes
- Minimum down time ____Minutes.
- Any other requirements:

***[The following applies to Baseload Product]***

- Nameplate capacity of the Project: _____MW
- Minimum capacity: ____ MW
- Advance notification required for Buyer Curtailment Order: 2 Hours
- Ramp down time: ____ Minutes.
- Ramp up time: _____Minutes.
- Minimum down time ____Minutes.
- Any other requirements:

## APPENDIX XVII

## FORM OF LETTER OF CONCURRENCE

[Date]

[Name]
[Position]
[Company]
[Address]

Re: Letter of Concurrence Regarding Control of [Name] Facility

This letter sets forth the understanding of the degree of control exercised by Pacific Gas and Electric Company ("PG&E") and [Company Name] with respect to [Facility Name (the "Facility")] for the purposes of facilitating compliance with the requirements of the Federal Energy Regulatory Commission's ("Commission") Order No. 697.[1] Specifically, Order No. 697 requires that sellers filing an application for market-based rates, an updated market power analysis, or a required change in status report with regard to generation specify the party or parties they believe have control of the generation facility and extent to which each party holds control.[2] The Commission further requires that "a seller making such an affirmative statement seek a 'letter of concurrence' from other affected parties identifying the degree to which each party controls a facility and submit these letters with its filing."[3]

PG&E and [Company Name] have executed a [power purchase and sale agreement (the "Agreement")] with regard to the Facility. The Facility is a [XX] MW [description] facility located in [County, State]. Pursuant to the Agreement, [Company Name] maintains sole control of the Facility.

If you concur with the statements made in this letter, please countersign the letter and send a copy to me.

Best regards,

_____
[Author]
[Position]
Pacific Gas and Electric Company

**<u>Concurring Statement</u>**

---

[1] *Market-Based Rates for Wholesale Sales of Electric Energy, Capacity and Ancillary Services by Public Utilities*, Order No. 697 at P 186-187, FERC Stats. & Regs. ¶ 31,252, *clarified*, 121 FERC ¶ 61,260 (2007), *order on reh'g*, Order No. 697-A, FERC Stats. & Regs. ¶ 31,268 (2008), *clarified*, 124 FERC ¶ 61,055 (2008), *order on reh'g*, Order No. 697-B, FERC Stats. & Regs. ¶ 31,285 (2008), *order on reh'g*, Order No. 697-C, FERC Stats. & Regs. ¶ 31,291 (2009), *order on reh'g*, Order No. 697-D, FERC Stats. & Regs. ¶ 31,305 (2010).

[2] Order No. 697 at P 186.

[3] Order No. 697 at P 187.

On behalf of [Company Name], I am authorized to countersign this letter in concurrence with its content.

By: _____
[Name]
[Company Position]
[Company Name]

## APPENDIX XVIII

## SUPPLIER DIVERSITY PROGRAM

1. Women-, Minority-, and service Disabled Veteran-owned Business Enterprises, as verified pursuant to the procedures prescribed in Section 2 of CPUC General Order 156 ("WMDVBE"), shall have the maximum practicable opportunity to participate in the performance of work supporting Seller's development of the Project.
2. Upon request from Buyer, Seller shall provide a separate "Supplier Plan" consisting of a specific list of suppliers that may participate in the performance of the work supporting development of the Project, and a statement setting forth any additional efforts Seller will employ to increase the participation of WMDVBE suppliers supporting development of the Project.
3. Upon request from Buyer, but no less than once per 365 day period of time between the execution of the PPA and the Commercial Operation Date, Seller shall report its spend with WMDVBE owned suppliers using PG&E's electronic reporting system located at: https://www.pgesupplierdiversity.com/pge/login.asp. To establish a user ID, Seller shall submit a request via email to the following address: supplierdiversityteam@pge.com.
4. Seller's supplier diversity spend target for work supporting the Project is ___%.
5. Seller agrees that the obligations established through this Appendix XVIII are material obligations.

***[Bracketed language applicable to WMDVBE Seller's only]***

6. Seller is a WMDVBE, as certified by _____ **[**please identify the certifying agency**]**.

# Attachment I

# Form of Power Purchase Agreement for Renewable Energy Credits

| Counterparty and Project Name | CONTRACTUAL ISSUES |
|---|---|
| Delivery Term | |
| Commercial Operation Date | |
| Product | |
| Price ($/MWh) | |
| Project Location/ Delivery Point | |
| Contract Quantity | |
| Contract Capacity | |
| Guaranteed Annual Energy Production | |
| Physical GEP Cure | |
| Financial GEP Cure | |
| Resource Adequacy (“RA”) | |
| Excess Energy | |
| Scheduling | |
| Forecasting Penalty | |
| Curtailment Period | |
| Force Majeure (“FM”) and FM Termination Provisions | |
| Guaranteed Milestones and other Key Limits | |
| Events of | |

| | |
|---|---|
| **Default** | |
| **Termination Payment Calculation** | |
| **Project Development Security (or Pre-Delivery Term Security)** | |
| **Delivery Term Security** | |
| **ERR Provisions** | |
| **Conditions Precedent** | |
| **Arbitration** | |
| **Non-modifiable Standard Terms** | |
| **Buyout Option?** | |
| **Other Terms and Conditions:** | |

# Attachment J

# Key Commercial Terms of Renewable Power Purchase and Sale Agreement for Renewable Generating Facility

**Attachment J**

# KEY COMMERCIAL TERMS OF RENEWABLE POWER PURCHASE AND SALE AGREEMENT FOR RENEWABLE GENERATING FACILITY

CONFIDENTIAL SUMMARY OF PRINCIPAL COMMERCIAL TERMS

This Key Commercial Terms of Renewable Power Purchase and Sale Agreement for Renewable Generating Facility (Ownership) ("**Term Sheet**") is the "Term Sheet" referred to in the Protocol for the 2011 RPS Solicitation dated [May 11], 2011 (the "**Protocol**"). All capitalized terms not defined herein shall have the meaning set forth in the Protocol.

| | |
|---|---|
| **Seller:** | **[Name of Respondent] ("Seller")** |
| **Buyer:** | Pacific Gas and Electric Company ("**PG&E**") |
| **Project:** | Participant should insert a description of the proposed new power generating facility, including descriptions and status of location and nature of real property interests (for facility, fee simple or long-term ground lease acceptable to PG&E; for interconnection and transmission facilities, easements or rights-of-way acceptable to PG&E), technology, size in megawatts, location of point of interconnection within the CAISO control area (the "**Interconnection Point**"), major equipment (by vendor and model) and other materials, equipment and assets, whether tangible or intangible (including water rights, land use and zoning approvals and applicable permits) to be sold and transferred to PG&E at the Closing (as defined below) (collectively, the "**Project**"). |
| **Base Transaction:** | The Seller will commit under a Renewable Power Purchase and Sale Agreement ("**PSA**") to develop the Project (including obtaining all real property interests, permits and other authorizations and approvals required to construct and operate the Project), finance the Project, and cause the Project to be constructed, completed, tested and ready for placement into regular commercial operation by the Guaranteed Commercial Availability Date (as defined below) in accordance with the standards described below, all on a turnkey basis at its own risk and at no cost or expense to PG&E other than its payment of the Purchase Price (as defined below). Subject to the satisfaction of the conditions precedent to Closing, at the closing of the purchase and sale transaction contemplated hereby (the "**Closing**"), the Seller will sell, transfer, assign and deliver the Project to PG&E, and PG&E will purchase and accept the Project and pay to the Seller the initial component of the Purchase Price. Transfer of title to the Project and its components shall be effected by appropriate instruments, including a deed, bill of sale, and assignment agreements. At PG&E's election, in lieu of purchasing the various assets comprising the Project, it may purchase the entire ownership interest in a special-purpose entity owning the Project (the "**Project Company**"), and, if necessary, the Seller will be responsible for causing all such assets to be transferred to the Project Company prior to the Closing at no cost or expense to PG&E or the Project Company. The date on which the Closing occurs shall be known as the "**Closing Date**." |

**Purchase Price:**

The aggregate price to be paid by PG&E for the Project at the Closing shall be $_____ (as the same may be adjusted as provided below, the "**Purchase Price**"). The Purchase Price shall be paid by wire transfer in immediately available funds. The Purchase Price shall be payable in two increments. The first increment of $_____ **[insert amount equal to 95% of Purchase Price]** shall be payable at the Closing, and the deferred amount shall be payable subject to satisfactory completion of the Extended Reliability and Performance Test (as described below).

**[PG&E is interested in discussing contract structures that will best support PG&E's goal of purchasing Projects that meet PG&E's requirements while minimizing the aggregate initial and long-term cost to PG&E. While the fixed Purchase Price structure described in this Term Sheet will allow PG&E to meet its goal, PG&E recognizes that other pricing structures may also be appropriate. Accordingly, in addition to submitting an Offer using the fixed Purchase Price structure described above, Participants may include in their Offer an alternative pricing structure that, in their experience, would align the interests of the Participant with those of PG&E. Participants should describe proposed alternative structures in detail sufficient to allow PG&E to evaluate the costs and benefits of such structures and the efficacy of deviating from the fixed price structure currently contemplated. PG&E strongly prefers that any proposed alternative pricing structure include a deferred Purchase Price component.]**

**Operation and Maintenance Agreement:**

**[To be developed further based on Project's technology type]**

**Project Design and Construction:**

**The Project will be a new, operational, fully permitted, turnkey electric generating facility that will comply with all applicable laws and permits, and all other requirements of the PSA, as well as have a design and planned economic life of not less than thirty (30) years (the "Required Design"). The Seller shall enter into turnkey engineering, procurement and construction contract (the "EPC Contract") with a qualified and creditworthy contractor (the "EPC Contractor") acceptable to PG&E. PG&E shall have the right to review and approve the EPC Contract, and the EPC Contract shall at a minimum include terms and conditions at least as favorable to the Seller and PG&E as those set forth on Exhibit 1 hereto, including warranties regarding materials, workmanship and design of the entire Project (including major equipment) consistent with those set forth in "Seller's Extended Warranties" below. If at the time the PSA is executed the Seller has not yet entered into an EPC Contract, then the PSA shall include a detailed term sheet outlining the major terms and conditions of the EPC Contract.**

The EPC Contract (or PSA, if the EPC Contract has not then been executed) shall also include a detailed Scope of Work/Technical Specification (the "**Specifications**") for the Project that is consistent in form and substance with those customarily attached to EPC Contracts for facilities similar in size and technology to the Project. As between the Seller and PG&E, the Seller shall be responsible for the cost of any change orders that PG&E determines are necessary to ensure that the Project complies with the Specifications, the Required Design and the other requirements of the PSA.

**PG&E Review and Approval Rights**

PG&E will have inspection and approval rights acceptable to it that are customarily provided to owners under EPC Contracts; such rights shall include, but not be limited to: receipt of regular (at least monthly) construction reports, attendance at regular (at least monthly) progress meetings, the right to inspect the work (on-site and at equipment manufacturing facilities), the right to set hold points for design and construction, and the ability to review and approve significant design drawings, releases from hold points, all payment requests, all change orders, establishment of commissioning and start-up procedures (which should include component testing of major equipment), establishment of Performance Test criteria (which shall include, but not be limited to, applicable ASME Performance Test Codes), operating manuals, the conduct and results of all performance tests, and achievement of construction milestones (e.g., mechanical completion, substantial completion, final completion). PG&E would benefit from standard exculpatory language relieving it of obligations and liability with respect to any inspection, failure to inspect, approval or nonapproval of the work performed by the EPC Contractor or its vendors and subcontractors.

**Project Financing:**

The Seller shall be responsible for arranging and entering into any financing arrangements necessary to allow it to cause the Project to be developed, constructed, tested, completed and otherwise be ready for transfer to PG&E at the Closing. If the Project is to be financed on a limited recourse "project finance" basis, the Seller shall cause the terms of any such financing to provide that, at PG&E's election, it may in its sole discretion assume such financing at no cost. If PG&E does not elect to assume any such financing, any liens on the Project associated with such financing must be released prior to the Project's being transferred to PG&E at the Closing.

**Guarantees by the Seller:**

The Seller shall provide the following guarantees:

**Guaranteed Commercial Availability Date**: The Project shall be constructed, tested, completed and ready for transfer to the Seller, and all conditions precedent to Closing for which the Seller is responsible shall be satisfied, by not later than **[insert date]**.

**Guaranteed Electrical Output**: The Project shall produce average net electrical output (as measured at the Interconnection Point) during the Performance Test of not less than _____ kW at 100% output. **[To be further developed based on Project's technology type]**

**Reliability Guarantee**: **[To be further developed based on Project's technology type]**

[**PERFORMANCE GUARANTEES WILL BE IDENTIFIED AS APPROPRIATE FOR SELECTED TECHNOLOGY]:**

**Guaranteed Emissions Limits**: The emissions of the Project shall not exceed [**identify any applicable emissions (including noise) and limits**], and shall in any event comply with all applicable laws and permits. [**To be developed further based on Project's technology type**.]

| | |
|---|---|
| **Liquidated Damages/ Termination Payment:** | Subject to force majeure delays not to exceed one hundred eighty (180) days in the aggregate, for each day (or part thereof) that the Closing is delayed beyond the Guaranteed Commercial Availability Date, the Seller shall pay to PG&E liquidated damages equal to (i) the result of (a) Guaranteed Electrical Output multiplied by (b) per MWh price of the output divided by (ii) 120 ("**Delay Damages**"). Such payment amount shall be supported by Security Deposit for the "Development" period, to be provided by Seller**,** as set forth in the Protocol.<br><br>In addition to receiving Delay Damages, if the Closing is delayed beyond the date that is no more than one hundred eight (180) days after the Guaranteed Commercial Availability Date (the "**Date Certain**"), PG&E may elect to terminate the PSA without liability or further obligation of any kind on the part of PG&E, and the Seller shall pay a termination payment equal to the positive difference of value between a replacement contract and the PSA (the "**Termination Payment**"). Such Termination Payment shall be calculated by PG&E in a commercially reasonable manner and calculated as of the date of the termination of the PSA. |
| **Purchase Price Reductions for Failure to Achieve Guarantees:** | For each kW by which average net electrical output during the Performance Test is less than the Guaranteed Electrical Output, the Purchase Price will be reduced by $_____ **[To be determined based upon proposed Commercial Availability Date and technology and product type.]**<br><br>[**OTHER PURCHASE PRICE REDUCTION PROVISIONS WILL BE IDENTIFIED AS APPROPRIATE BASED ON GUARANTEED PERFORMANCE VALUES]**: |
| **Minimum Performance Guarantees (Acceptance Criteria):** | If the following minimum performance criteria (the "**Minimum Performance Guarantees**") are not achieved during a single Performance Test (or, in the case of the Minimum Reliability, during the Reliability Test) prior to the Date Certain, PG&E shall have no obligation to purchase the Project and pay the Purchase Price, and the PG&E may terminate the PSA without liability or further obligation of any kind on the part of PG&E, and collect liquidated damages **[in an amount to be determined based on the Project's technology type and estimated output**] for Seller's failure to provide the Project:<br><br>**Minimum Electrical Output**: **[To be further developed based on Project's technology type.]**<br><br>**Minimum Reliability**: **[To be determined based on Project's technology type]**<br><br>**OTHER MINIMUM PERFORMANCE CRITERIA WILL BE IDENTIFIED AS APPROPRIATE BASED ON GUARANTEED PERFORMANCE VALUES:**<br><br>**Minimum Emissions**: **[Must satisfy Guaranteed Emissions Limits, as applicable, and identify any applicable emissions (including noise) and limits]** |
| **Release of Deferred Portion of Purchase** | For the Seller to receive the deferred portion of the Purchase Price, the Project must achieve [**STANDARDS/TESTS TO BE DETERMINED AS** |

**Price:** **APPLICABLE FOR PROJECT'S TECHNOLOGY]**

**Seller's Extended Warranties:** The Seller shall provide at least the following warranties (collectively, the "**Extended Warranties**") with respect to the Project commencing on the Closing Date:

**General Warranty**: All materials, equipment and systems incorporated into the Project shall be free of defects and deficiencies in materials, assembly and workmanship, new, unused and undamaged when installed, in compliance with the requirements of the PSA and the EPC Contract, suitable for use under the climatic and normal operating conditions extant at the site of the Project, and otherwise consistent with and in compliance with the Required Design. The construction, procurement and installation services included in the Project shall be performed with the Seller's and the EPC Contractor's best skill and judgment, in a good and workmanlike manner, in compliance with the requirements of the PSA and the EPC Contract, and shall otherwise be consistent with and in compliance with the Required Design. The completed Project shall perform its intended functions as a complete, integrated operating system as explicitly described and as can be reasonably inferred from the Contract. If PG&E notifies the Seller in writing during the General Warranty Period (as defined below), or no later than thirty (30) days after the expiration of the General Warranty Period, that a breach of the foregoing warranty has occurred during the General Warranty Period, the Seller shall correct (or cause to be corrected) the defects and deficiencies promptly at no cost to PG&E. The Seller's obligation to correct defects and deficiencies shall include labor, parts, transportation, factory repair and testing, dismantling, re-erecting, re-testing and commissioning. The "**General Warranty Period**" shall be one (1) year from the Closing Date, and if a component of the Project is altered, repaired or replaced pursuant to this warranty, one (1) year from the date of each such alteration, repair or replacement, as the case may be, regardless of number. The terms "defects" and deficiencies" shall not include damage arising from PG&E's misuse or negligence, acts of God or normal wear and tear.

**Design Warranty**: The design and engineering of the Project shall be performed in accordance with the standard of care, skill and diligence as would be provided by an engineering firm experienced in supplying similar services nationally in the United States of America to entities owning projects of technology, complexity and size similar to that of the Project, and otherwise in compliance with the Required Design. If PG&E notifies the Seller in writing during the Design Warranty Period (as defined below), or no later than thirty (30) days after expiration of the Design Warranty Period, that a breach of the design warranty has occurred within two (2) years after the Closing Date (the "**Design Warranty Period**"), the Seller promptly shall investigate and determine the source of the deficiency or defect, promptly correct or cause to be corrected any defective design which resulted therefrom, promptly issue corrected final as-built drawings, if applicable, and promptly replace or cause to be replaced all equipment and materials associated with the defective design and re-perform all other work necessary to cure the breach of the design warranty, all at no cost to PG&E.

The Seller shall enforce all corresponding warranties provided by the EPC Contractor and equipment vendors, and if the Seller fails to do so, PG&E shall have the right to enforce such warranties directly against the EPC Contractor

and equipment vendors.

At PG&E's election, the Seller shall arrange for (or enter into and assign to PG&E at the Closing) long-term service agreements with respect to major Project equipment on terms acceptable to PG&E.

**Fuel Supply, if applicable:** As part of the Project the Seller may be responsible for making any arrangements required to supply the Project with fuel in quantities sufficient to allow the Project to operate at its maximum design capacity), including payment of costs of any necessary interconnection facilities and system upgrades. If this provision is applicable, prior to PG&E's purchase of the Project, the Seller will be responsible for arranging and paying for the supply and transportation to the Project of any fuel required by the Project, including fuel for the commissioning, start-up and testing of the Project. The Seller must also be able to demonstrate its financial ability to provide credit support to mitigate the fuel supply risk. Buyer will evaluate Seller's credit ability on a case by case basis.

**Interconnection Facilities:** The Seller shall be responsible for entering into, and paying all costs due under, interconnection agreements that may be required to interconnect the Project and deliver electricity to PG&E's system at the Interconnection Point, including costs of any required interconnection facilities and system upgrades payable under each interconnecting utility's tariffs. [SELLERS SHOULD NOTE THAT THEY MAY BE ENTITLED TO RECEIVE A CASH EQUIVALENT REFUND OF THE COST OF NETWORK UPGRADES THEY FUND, WITH INTEREST, PAYABLE OVER A FIVE-YEAR PERIOD IN ACCORDANCE WITH CURRENTLY APPLICABLE TARIFFS AND AGREEMENTS. SUCH REFUND WOULD NOT BE PAYABLE BY PG&E IN ITS CAPACITY AS PURCHASER UNDER THE PSA, BUT ONLY IN ITS CAPACITY AS AN INTERCONNECTING UTILITY.]

**Seller's Representations and Warranties:** The Seller would make customary representations and warranties for similar asset acquisition transactions. In addition, Seller shall represent and warrant as follows: Seller, and, if applicable, its successors, represents and warrants that as of the Commercial Availability Date that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource ("ERR") and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in Law occurs after execution of the PSA that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in Law.

**Seller's Covenants:** The Seller would make customary affirmative and negative covenants for similar asset acquisition transactions.

**Conditions Precedent to Closing:** PG&E's obligation to purchase the Project and pay the Purchase Price at the Closing shall be subject to the Seller's satisfaction of conditions precedent by not later than the Date Certain, including but not limited to the following:

1. Completion of construction of the Project in accordance with the Specifications, the Required Design, the requirements of the PSA, and the EPC Contract (other than minor punch list items acceptable to PG&E that do not affect the performance or reliability of the Project and for which arrangements satisfactory to PG&E are in place that will correct such items), and completion of all related and ancillary facilities required to

2. Completion of a Performance Test (or, solely, with respect to the demonstration of Minimum Reliability, a Reliability Test) in which the Minimum Performance Guarantees are achieved.
3. Delivery to PG&E of an as-built survey of the Project site and as-built drawings for the Project, completed operating manuals for the Project and its major components, and recommended operating and maintenance procedures.
4. Assignment to PG&E of all warranties provided by the EPC Contractor and equipment vendors (but the Seller will retain the right to enforce such warranties directly during the period the Seller's corresponding warranties remain in effect).
5. Completion of a program in which employees of PG&E are trained by the Seller (or its qualified designee) in the operation and recommended maintenance of the Project.
6. The absence of any condition that would render the Project incapable of being operated as an integrated whole to produce renewable energy and other electrical products consistent with the Project's approved design.
7. Receipt of all permits and other regulatory approvals required for operation of the Project, and receipt of all approvals necessary for the transfer of same and the Project Company, if applicable, to PG&E.
8. Receipt of all consents and approvals required for the Seller's sale and transfer to PG&E of the Project and the Project Company, if applicable.
9. Assets to be transferred to PG&E shall be free and clear of all liens and encumbrances, other than immaterial liens arising in the ordinary course of business that are satisfactory to PG&E in its sole discretion.
10. Absence of lawsuits or administrative proceedings (pending or threatened) (a) to restrain or prohibit, or to obtain damages or other relief in connection with, the PSA or any rights, assets or contracts to be transferred to PG&E under the PSA, or the consummation of the transactions contemplated by the PSA or any contracts to be transferred to PG&E under the PSA, or (b) that, if successful. could result in a material adverse effect on PG&E, the Facility or PG&E's ability to operate the Facility as contemplated.
11. Accuracy of the Seller's representations and warranties in the PSA.
12. Absence of any breach by the Seller of its covenants and agreements in the PSA.
13. Payment in full by the Seller of any Delay Damages.
14. Receipt of ERR certificate for the Project from the CEC.

**Indemnities:** Each of the Seller and PG&E would provide customary indemnities regarding its breach of representations, warranties and covenants made in the PSA. In addition, the Seller would indemnify PG&E against claims and liabilities relating to the Project and the Seller for periods prior to and including the Closing Date (including, without limitation, indemnities with respect to potential environmental and remediation liabilities, tax liabilities, claims by third parties in respect of contract, tort and other liabilities, and liabilities

arising under the Seller's agreements with the parties providing debt or equity financing for the Project). Seller shall further indemnify PG&E for all penalties assessed against PG&E by the CPUC pursuant to the RPS Program to the extent caused by Seller's failure to deliver achieve the Guaranteed Commercial Availability Date, unless such failure is caused by Force Majeure, or PG&E's breach or default under the PSA.

**Taxes:** As between the Seller and PG&E, the Seller shall be responsible for payment of any sales and transfer taxes applicable to sale of the Project to PG&E.

**Effectiveness of PSA:** The obligations of the Seller and PG&E under the PSA shall be subject to PG&E's receipt of Regulatory Approval as described in the Protocol, satisfactory to PG&E in it sole discretion.

**Default and Termination:** The PSA shall contain customary provisions regarding events of default and rights to terminate following uncured events of default. Defaults shall include delays in achieving critical Project milestones (e.g., commencement of physical construction, completion of foundation work, commencement of installation of key equipment (e.g., turbines), mechanical completion, and substantial completion). If the PSA is terminated prior to the Closing due to the Seller's default, the Seller shall pay to PG&E as liquidated damages an amount equal to the Termination Payment, as provided in "Liquidated Damages/ Termination Payment."

**Credit Support:** The Seller's obligations to pay Delay Damages under the PSA shall be supported by a Security Deposit in the form of cash or a letter of credit in an amount equal to the sum of the aggregate amount of Delay Damages Seller could be obligated to pay, as provided in the "Liquidated Damages/Termination Payment" provision above. Such letter of credit must be from an issuer satisfying the requirements set forth in the Protocol and be in a form to be provided that will be similar to that attached to the Protocol, as modified to reflect the terms of the PSA. Seller's other obligations under the PSA, including its obligations with respect to Extended Warranties, shall be supported by a letter of credit, as described in the preceding sentence, or cash.

**Dispute Resolution:** All disputes that cannot be resolved after referral to senior management of the Seller and PG&E shall be resolved by mediation or arbitration. If arbitration is used, the resolution shall be determined exclusively through "baseball-style" arbitration conducted in San Francisco, California under the rules of the American Arbitration Association before a panel of three (3) arbitrators.

**Governing Law:** The laws of the State of California shall govern the Agreement. The PSA shall include the following provision: Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

**Effect of Term Sheet;** This Term Sheet does not contain all matters upon which agreement must be

| | |
|---|---|
| **Non-Inclusive; Definitive Agreement** | reached in order for the purchase and sale transaction contemplated hereby (the "**Transaction**") to be completed. A binding commitment from PG&E with respect to the Transaction can only result from the execution and delivery of a mutually satisfactory PSA. |

**Exhibit 1 to Appendix J**

## CERTAIN KEY COMMERCIAL TERMS OF EPC CONTRACT

**Scope of Work:** The work to be performed by Contractor (the "Work") will include, on a lump-sum, fixed-price, "turn-key basis," any and all work and services required or appropriate in connection with the design, engineering, procurement, construction, commissioning, start-up, demonstration, testing and completion of the Project, as well as the provision of all materials, equipment, machinery, tools, labor, supervision, transportation, administration, training and other services and items required to complete and deliver to Seller, and allow Seller or PG&E to commence operation of, the Project, fully tested, integrated and operational, designed and constructed to comply with Prudent Utility Standards and to have a useful economic life of not less than 30 years, and complying fully with all applicable laws, permits, codes and standards, and the requirements of the Renewable Power Purchase and Sale Agreement (the "PSA") to be entered into between Seller and PG&E (the "Standard of Care"). As part of the scope of Work, Contractor shall, among other things to be specifically set forth in the definitive Contract:

1. Provide detailed design engineering of the Project, including equipment specifications, all required civil works and Project structures, drawings, schedules, and coordination of engineering efforts of subcontractors;
2. Procure all materials and equipment to be incorporated in the Project;
3. Procure all subcontracts required to construct, start-up, and test the Project;
4. Provide handling of material, equipment and construction equipment, including, as necessary, inspection, expediting, shipping, unloading, receiving and customs clearance, transportation to and storage at the Project site (the "Site");
5. Ensure that all equipment, material, and articles and operating and safety control systems incorporated into the Project are new, unless otherwise agreed to by Seller, PG&E and Contractor;
6. Provide all labor and personnel required to construct, startup, and test the Project in accordance with Seller- and PG&E-approved test procedures;
7. Have full responsibility for care, custody and control and risk of loss of Project until Substantial Completion;
8. Provide Site security until Final Completion.

A complete scope of Work will be developed and attached to the definitive Contract, subject to Seller's and PG&E's approval. All Work shall be carried out in accordance with the requirements defined in the technical specifications developed and attached to the definitive Contract (the "Technical Specifications"). For the purposes hereof, "turn-key basis" shall be understood by the parties to mean that Contractor shall be obligated to perform all tasks required or contemplated by the scope of Work to deliver to Seller a completed and fully operational Project, including any and all work that is expressed or can be reasonably inferred from the Contract and/or necessary to complete the Project, including any and all testing through

Project Completion, all in accordance with the Standard of Care.

**Price:** A firm, fixed-price, lump sum equal to $[_____] (the "Contract Amount"). Except as provided above, the Contract Amount is not subject to adjustment for any reason other than pursuant to a Scope Change authorized by Seller and approved by PG&E.

**Definitions of Certain Milestones:** "Mechanical Completion" shall occur when: (i) the Project has been substantially completed; (ii) Contractor has completed initial start-up of each major system in the Project; (iii) Contractor is ready to commence (x) start-up and commissioning of the Project as an integrated whole and (y) the Performance Tests; (iv) Contractor has provided and each of Seller and PG&E has accepted the operating manuals for the Project (described in "Documentation" below), and (v) Contractor has provided its punch list to Seller and PG&E.

"Substantial Completion" shall occur when: (i) Mechanical Completion shall have occurred and the conditions thereto remain satisfied; (ii) Contractor has completed all Work (other than minor punch list items); (iii) Contractor has successfully concluded a single performance test in which all Performance Guarantees (as defined below) have been achieved (or, if the failure to achieve Performance Guarantees may be remedied by the payment of liquidated damages as set forth below, the Contractor has paid such liquidated damages); (iv) the Project is properly interconnected and synchronized with the grid; (v) the Project is capable of fully satisfying the requirements of the PSA; (vi) the Project is free from defects and all quality assurance issues have been resolved to Seller's and PG&E's satisfaction; (vii) the Project complies with all applicable laws and standards; and (viii) Contractor has provided and each of Seller and PG&E has accepted final as-built drawings required under the PSA.

"Final Completion" shall occur when: (i) Substantial Completion shall have occurred and the Project has been fully commissioned; (ii) Seller and PG&E agree that Substantial Completion has occurred and the conditions thereto remain satisfied; and (iii) all Work has been completed, including all punch list items.

**Milestone Guarantees:** Contractor will guarantee that:

1. Mechanical Completion shall occur not later than the date that is [__] months after the date on which construction of the Project commences (the "Commencement Date") (subject to adjustment for force majeure);
2. Substantial Completion shall occur not later than the date that is [__] months after the Commencement Date (subject to adjustment for force majeure) (the "Substantial Completion Deadline"); and
3. Final Completion must occur within __ days after Substantial Completion (subject to adjustment for force majeure) (the "Project Completion Deadline").

If Substantial Completion has not occurred by the Substantial Completion Deadline, Contractor shall pay to Seller as a rebate $[_____] for each day (or

part thereof) of delay ("Delay Damages"), and if Final Completion has not occurred by the Project Completion Deadline, Contractor shall pay to Seller (or to PG&E if PG&E shall have purchased the Project after Substantial Completion) as a rebate $[_____] for each day (or part thereof) of delay.

**Performance Tests:** **[STANDARDS/TESTS TO BE FURTHER DETERMINED AS APPLICABLE FOR PROJECT'S TECHNOLOGY]** Performance tests (the ("Performance Tests") shall include guaranteed net electrical output, reliability]. Specific Performance Test and Reliability Test criteria (which shall include, but not be limited to, applicable ASME Overall Plant Performance requirements and applicable Performance Test Codes for major equipment) and procedures shall be developed by Contractor and approved by Seller and PG&E. The Performance Tests and Reliability Tests shall be observed and the results approved by Seller and PG&E and their respective engineering consultants.

**Performance Guarantees:** **[STANDARDS/TESTS TO BE FURTHER DETERMINED AS APPLICABLE FOR PROJECT'S TECHNOLOGY]** Seller guarantees that the Project shall achieve the following during a single Performance Test (or, solely in the case of the Reliability Guarantee, during a single Reliability Test):

"Guaranteed Electrical Output" - The Project shall produce average net electrical output (as measured at the Interconnection Point) during the Performance Test of not less than _____ kW at 100% output **[To be further developed based on technology type]**

**[INCLUDE OTHER PERFORMANCE GUARANTEES AS APPROPRIATE FOR SELECTED TECHNOLOGY]**

"Guaranteed Emissions Limits" - The emissions of the Project shall not exceed **[identify applicable emissions (including noise) and limits**], and shall in any event comply with all applicable laws and permits. This is an absolute guarantee and cannot be remedied by the payment of liquidated damages. **[To be determined based on Project's technology type.]**

**Warranties:** Contractor shall provide a general warranty (the "General Warranty") encompassing the following:

1. an "Equipment Warranty" that all materials, equipment and systems provided as part of the Work shall be: free of defects in materials, assembly and workmanship; new, unused and undamaged when installed; in compliance with the applicable laws and standards; suitable for use under the climatic and normal operating conditions; and otherwise in compliance with the standards of performance contained in the Contract; and
2. a "Workmanship Warranty" that construction, procurement and installation services shall be performed with Contractor's best skill and judgment, in a good and workmanlike manner; in compliance with

the applicable laws and standards, and otherwise in compliance with the standards of performance contained in the Contract. The completed Project shall perform its intended functions as a complete, integrated operating system and fully in accordance with the Technical Specifications.

The General Warranty shall remain in effect for at least 12 months from Substantial Completion or, if any warranty work is performed on a particular item during the warranty period, for at least 12 months thereafter; this is an "evergreen" warranty in that the warranty shall remain in effect until an item repaired or replaced under the warranty is free from defects or deficiencies for at least 12 consecutive months. If by not later than 30 days after the General Warranty period Seller notifies Contractor that a breach of the General Warranty has occurred within the General Warranty Period, Contractor shall, at its own cost and expense correct the defect.

Contractor also shall provide a design warranty (the "Design Warranty") to the effect that: (i) the design and engineering of the Project shall be performed in accordance with the standard of care, skill and diligence as would be provided by an engineering firm experienced in supplying similar services and in compliance with the standards of performance contained in the Contract; the completed Project will comply with the requirements of the Contract and the PSA, and with applicable laws and standards; and the final as-built drawings will be accurate and complete. The Design Warranty shall be in effect for a period of at least 24 months from Final Completion, and if notified of a deficiency no later than 30 days after the expiration of such period, Contractor shall promptly correct any design defect and repair, replace or re-perform all Work affected by the deficient design.

The Contractor shall also procure standard warranties from suppliers or major equipment, which warranties shall be assigned to Seller following the General Warranty Period.

Contractor's warranties in favor of the Seller shall be freely assignable to PG&E.

**Scope Changes:** Changes in the scope of Work, the Contract Amount, the payment schedule, the Project schedule, and the guaranteed Substantial Completion date may be made only by a scope change order approved by Seller and PG&E. Contractor shall not be entitled to any scope change order except as a result of force majeure; change in law imposing requirements more stringent than those in effect when the Contract was executed; and discovery of pre-existing hazardous materials at the Site.

**Inspection Rights:** Seller, PG&E and its respective authorized representatives shall have the right to inspect the Work and the Site at any reasonable time, subject in all cases to Contractor's reasonable safety precautions. Such inspection of any part of the Work shall in no way relieve Contractor of its obligations to perform the Work in accordance with the Contract or impose any obligation or liability on Seller, PG&E or its representatives.

**Intellectual Property Rights:** Contractor shall possess (or shall have the right to use) all patents, trademarks, service marks, trade names, and copyrights, and rights with

respect to the foregoing, necessary to complete the Work. Contractor shall agree to indemnify, hold harmless and defend Seller from any claim or liability that may arise as a result of Contractor's failure to possess (or have the right to use) any such patents, trademarks, service marks, trade names, and copyrights, and rights with respect to the foregoing, necessary to complete the Work and allow the Project to be operated for its intended purpose.

**Risk of Loss:** Care, custody and control of and risk of loss with respect to the Project shall remain with Contractor until Substantial Completion.

**Assignment:** The Contract may not be assigned without approval by other party, except as required for financing. Seller's rights and obligations under the Contract may also be assigned to PG&E subject only to its agreeing to fulfill any then-outstanding obligations of Seller.

**Performance Assurances:** Contractor's performance shall be secured by cash, letter of credit, guaranty, or other security in a form, by an entity and in an amount acceptable to PG&E.

# Attachment K

# Detailed Least Cost Best Fit Evaluation Criteria

**Attachment K**

# PG&E's Description of its RPS Bid Evaluation, Selection Process and Criteria

## I. Introduction

### A. Establishment of the Least Cost Best Fit Process

Decision D.03-06-071 and D.04-07-029 adopted criteria for the rank ordering and selection of least cost, best fit renewable resources for use in RPS solicitations. Furthermore, D.05-07-039 directed the IOUs to make their bid evaluation process transparent to their Procurement Review Groups (PRG) and the California Public Utilities Commission (CPUC).

In addition, D.06-05-039 required "each utility to provide a report when it submits its short list of bids. Each utility should also serve a copy on the service list, and make the report available to the fullest extent possible to any other person or party expressing interest, subject to confidential treatment of protected information. The report shall explain each utility's evaluation and selection model, its process, and its decision rationale with respect to each bid, both selected and rejected."

D.06-05-039 also required each IOU to hire an independent evaluator (IE) "to separately evaluate and report on the IOU's entire solicitation, evaluation and selection process for this and all future solicitations. This will serve as an independent check on the process and final selections. The Independent Evaluator's preliminary report should be provided with the IOU's shortlist, and a final report with the AL for approval of selected bids."

The Scoping Memo for R.06-05-027, issued August 21, 2006, required that the IOUs submit their first written report describing their bid evaluation criteria and selection process on September 29, 2006, and that IOUs resubmit the report with their short lists (including more information, such as bid analysis, as necessary). Additionally, in the RPS Transparency Workshop held on December 15, 2006, the CPUC's Energy Division staff proposed, pursuant to D.06-05-039, a template to be used for future evaluation criteria and selection reports ("LCBF Written Report").

D.06-05-039 further required that each IOU include certain elements, subject to confidential treatment of protected information, in each report. These elements include bid-specific price information, the evaluation and scoring of each bid, and the decision rationale with respect to each bid, both selected and rejected. D.11-04-030 added that each utility should describe LCBF treatment of congestion, and to certain price data available.

### B. Goal of PG&E's bid evaluation, selection criteria, and processes

The goal of the bid evaluation, selection criteria, and selection processes is to produce a short list of offers for negotiations which will ultimately result in energy procurement of 1-2% of PG&E's load.

## II. Bid Evaluation and Selection Criteria

### A. Description of Criteria

Offers are ranked according to Market Valuation, as defined below. In accordance with CPUC decision D.04-06-013, Transmission Adders and Integration Costs[1] are excluded from the Market Valuation used for the initial ranking. The Offers are located within their appropriate transmission clusters and ranked according to the initial ranking. The appropriate Transmission Adder, if any, is subtracted from the Market Valuation, resulting in a Net Value. The Offers are re-ranked by Net Value. Using the project-specific information and scores from each of the other evaluation criteria, PG&E decides which Offers to include and which ones not to include on the Shortlist. The final Shortlisted Offers should provide the "least cost-best fit" renewable energy for PG&E's customers.

### B. Overview of the Ranking Methodology

PG&E evaluates each bid in terms of the following attributes:

1. Market Valuation
2. Portfolio Fit
3. Project Viability
4. RPS Goals
5. Transmission Adder

Where applicable, except Transmission Adder, a larger (more positive) number is to be considered better—all else being equal—than a smaller (less positive) number. Solicited bids are evaluated using the following step-by-step process:

1. The Market Valuation is computed for each Offer. Portfolio Fit is assessed for each Offer. Then, each of the scores for Project Viability and RPS Goals are assessed and collected.

2. The Offers are then sorted by transmission cluster and Offers within each cluster are ranked by Market Valuation.

3. The initial ranking results in the allocation of existing transmission and any costs associated with transmission upgrades based on the Transmission Ranking Cost Report (TRCR) to projects with highest market value. Next, the lower of either the cost of a Transmission Adder or an alternative commercial arrangement is included in the bid market valuation. The result is called the Net Value.

4. Once the Market Valuation has been adjusted by transmission value, the other attributes are considered and applied to the bid to arrive at its final place in the ranking. After transmission-adjusted Market Valuation, of the remaining attributes, Project Viability has the

[1] Integration Costs are assumed to be zero until further guidance from the CPUC or CEC.

greatest qualitative effect on the ranking. The set of highest ranked Offers which allow for a reasonable probability of satisfying PG&E's procurement goal is selected for the Shortlist.

### 1. Market Valuation

#### a. Overview of the Market Valuation Criterion

Market valuation considers how an Offer's costs compares to its benefits, from a market perspective. Costs include fixed and variable components representing all anticipated significant relevant costs, including Transmission and Integration cost adders. Benefits include energy, capacity, and ancillary services. Costs and Benefits are each quantified and expressed in terms of present value (January 1, 2011 dollars) per MWh. Market Value is Benefits minus Costs, and is expressed in terms of levelized price, that is, present value per MWh (2011 dollars and 2011 MWh). All energy benefit calculations use a Locational Marginal Price (LMP) multiplier to comprehend the locational value of the energy delivered. Differences in LMP prices reflect both congestion and losses between areas. The specific multiplier is based on recorded MRTU data for the period July to February 2011. A summary of LMP multipliers for each LMP zone is included as Table 1 below. More detailed LMP multipliers can be downloaded from PG&E's website at www.pge.com and clicking on the 2011 RPS RFO link.

**TABLE 1**
**Locational Marginal Price (LMP) Aggregation Multipliers[2]**

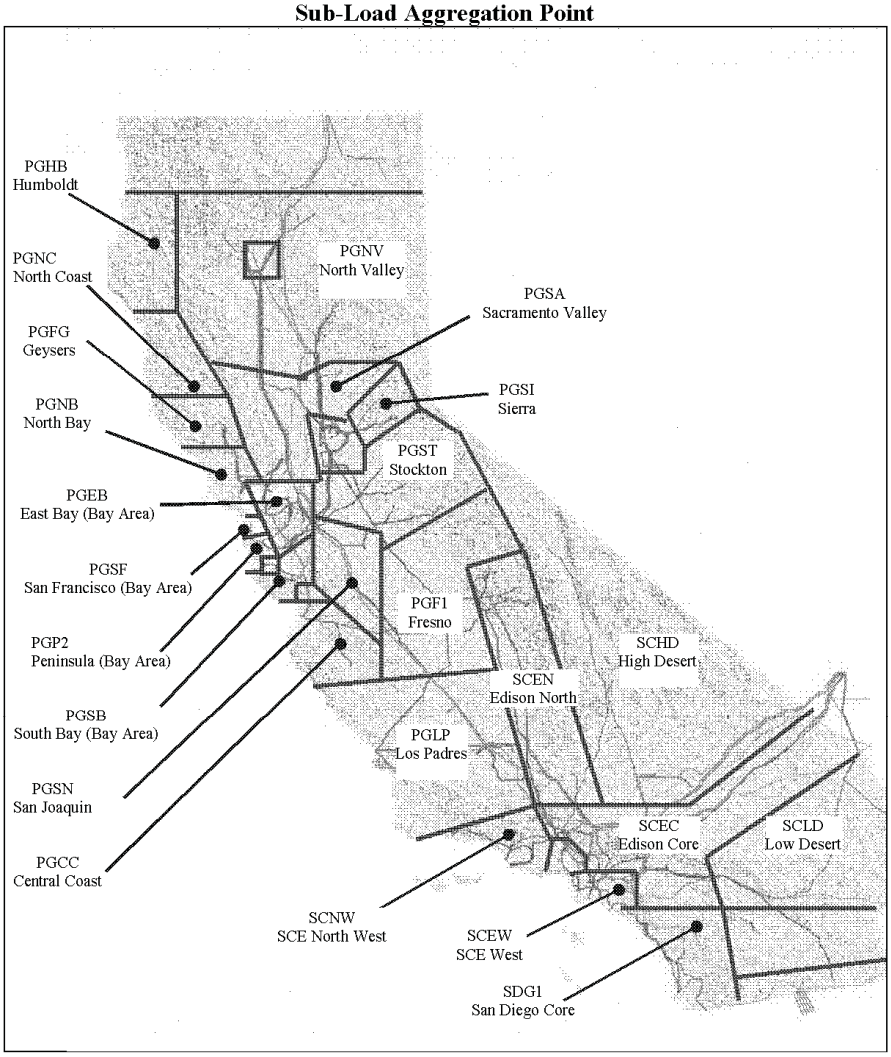
| Descriptive Names | CAISO APNodes | On Peak | Off Peak |
|---|---|---|---|
| PG&E Central Coast | PGCC | 1.006 | 1.008 |
| PG&E East Bay | PGEB | 1.000 | 1.001 |
| PG&E Fresno | PGF1 | 0.994 | 1.003 |
| PG&E Fulton Geysers | PGFG | 1.001 | 0.993 |
| PG&E Humboldt | PGHB | 1.059 | 1.073 |
| PG&E Los Padres | PGLP | 1.000 | 1.000 |
| PG&E North Bay | PGNB | 1.004 | 1.000 |
| PG&E North Coast | PGNC | 1.028 | 1.007 |
| PG&E North Valley | PGNV | 0.965 | 0.978 |
| PG&E Peninsula | PGP2 | 1.016 | 1.012 |
| PG&E Sacramento Valley | PGSA | 0.985 | 0.996 |
| PG&E South Bay | PGSB | 1.009 | 1.009 |
| PG&E San Francisco | PGSF | 1.044 | 1.026 |
| PG&E Sierra | PGSI | 0.974 | 0.987 |
| PG&E San Joaquin | PGSN | 0.945 | 0.958 |
| PG&E Stockton | PGST | 0.991 | 0.994 |

[2] LMP multipliers shown are a simple average over hours and months. Contract valuations use disaggregated values for different months and peak and off-peak periods.

| | | | |
|---|---|---|---|
| So Cal Edison Core | SCEC | 0.995 | 0.998 |
| So Cal Edison North | SCEN | 0.989 | 0.997 |
| So Cal Edison West | SCEW | 1.016 | 1.011 |
| So Cal Edison High Desert | SCHD | 0.940 | 0.947 |
| So Cal Edison Low Desert | SCLD | 0.992 | 0.986 |
| So Cal Edison North West | SCNW | 1.007 | 1.011 |
| San Diego Gas & Electric Core | SDG1 | 0.997 | 0.999 |

The map for CAISO APNodes is for illustrative purposes only.

**Sub-Load Aggregation Point**




Offers are classified into two types based upon how they are financially modeled: 1) forward contracts and 2) dispatchables. How benefits and costs are calculated varies with each of the two types of Offers. Since the valuation method for each Offer determines how the Offer is valued, the calculation of Benefits, Costs, and Market Value is described below. Whether an Offer is for

a power purchase agreement (PPA) or purchase and sales agreement (PSA) does not affect valuation. Offers of "sites for development" are not discussed here.

### b. Calculation of Benefits, Costs, and Market Value for Each Offer Type

- **Forward Contracts**

The term "forward contract" is used to describe an Offer that provides energy with no dispatch flexibility. This type of Offer includes Baseload, As-Available, and REC plus Energy products..

**Quantification of Benefits**: The benefits of forward contract Offers include **energy, capacity**, and **ancillary services**. Benefits are measured in units of present value per MWh (2011 dollars and 2011 MWh).

**Energy benefit**, for each hour of delivery, is the quantity of energy delivery for an hour times the forward energy price for that hour. The quantity of energy delivery for each hour is determined by the hourly generation profile of the offer. Discounted hourly energy benefit is summed across hours of delivery, and summed across years. The total discounted benefit is then divided by total discounted MWh of energy, expressed in terms of present value per MWh.

**Capacity benefit** for Resource Adequacy (RA), for year of availability, is the monthly quantity of qualifying capacity multiplied by the monthly capacity value, discounted to 2011 dollars and summed across years. The total discounted capacity benefit is then divided by total discounted MWh of energy, expressed in terms of present value per MWh. PG&E will use the most current, CPUC-adopted methodology for calculating net qualifying capacity. The methodology at the time of RFO issuance was established in D. 09-06-028. Pursuant to this decision, for intermittent energy (e.g., wind and solar) products, the qualifying capacity for each month is determined by the capacity that has an exceedance factor of 70% for the five on-peak hours. That is, for 70% of the time, per hour energy generation for the five RA counting peak hours (HE14-HE18 for April through October, and HE17-HE21 for the rest of the year) is greater than or equal to the qualifying capacity. For other types of non-dispatchable products excluding biomass and geothermal, the qualifying capacity is determined by the monthly average of the five RA counting generation profile of the offer. The qualifying capacity for biomass and geothermal Offers are the maximum monthly generation capacity.

For Offers whose location would contribute to PG&E's satisfaction of its Local Capacity Requirement as specified by the CAISO and adopted by the CPUC, the capacity attributable to the Offer may be valued at a premium relative to the value of capacity that satisfies only system needs.

Offers classified as forward contracts are assumed to provide zero ancillary services benefit.

**Quantification of Costs**: Cost is determined by the expected payments under each Offer, plus Transmission and Integration cost adders, which are determined using the methodology adopted by D.04-06-013 and D.05-07-040.

> PG&E's payments for each Offer are determined by the Offer's price multiplied by the appropriate Time of Delivery (TOD) factors if applicable, as specified in the RPS Solicitation Protocol. Cost is measured in units of present value per MWh (2011 dollars and 2011 MWh).
>
> In the case of PSA Offers, PG&E's payments for each Offer are replaced by the revenue requirements, fixed and variable operations and maintenance costs, and ownership costs.

- **REC-Only Offers**

The term REC-only is used to describe an Offer that provides renewable energy credits, without any associated energy.

**Quantification of Benefits**: Since there is no associated energy or capacity, there is no energy or capacity benefit.

**Quantification of Costs**: Cost is determined by the expected payments under each Offer. Since there is no associated energy or capacity, there are no Transmission and Integration cost adders.

- **REC plus Energy Offers**

The term REC plus Energy is used to describe an Offer that provides renewable energy credits, as well as renewable energy.

**Quantification of Benefits**: Since benefits of RECs are not explicitly evaluated, a REC plus Energy contract will be valued exactly the same as a Forward contract.

**Quantification of Costs**: Cost is determined by the expected payments under each Offer, and is measured in units of present value per MWh (2011 dollars and 2011 MWh). TOD factors will not apply. .

- **Dispatchables**

The term "Dispatchables" is used to describe Offers which provide some flexibility in their dispatch.

**Quantification of Benefits**: Benefits include **energy**, **capacity,** and **ancillary services**. Benefits are measured in units of present value per MWh (2011 dollars and 2011 MWh).

> **Energy benefits** of a dispatchable type of Offer are calculated as a daily exercise of European call options. Additional details depend on the nature of the particular characteristics of a specific Offer.

**Capacity benefit** for a dispatchable type of Offer is calculated the same way as described above for the forward contracts type of Offer. The quantity of qualifying capacity is determined by the performance requirements of the Offer and the characteristics of a specific Offer.

**Ancillary services benefit** for a dispatchable type of Offer depends on the characteristics of a specific Offer.

**Quantification of Costs**: The cost represented by a dispatchable type of Offer is calculated the same way as described above for the forward contracts type, except that PG&E's capacity payments for each Offer are determined by the Offer's pricing multiplied by the appropriate Time Of Availability (TOA) factors. Cost is measured in units of present value per MWh (2011 dollars and 2011 MWh).

- **Integration Costs**

Integration costs are defined as the costs and values of integrating a generation project into a system-wide electrical supply. The primary categories of integration costs are regulation, load following, and shadow capacity. Pursuant to D. 04-07-029, and unless provided further guidance from the California Public Utilities Commission and/or the California Energy Commission, PG&E will assume that integration costs are zero.

### 2. Portfolio Fit

The portfolio fit measure differentiates Offers by the firmness of their energy delivery and by their energy delivery patterns. A higher portfolio fit measure is assigned to the energy that PG&E is sure to receive and fits the needs of the existing portfolio. It is extremely important that PG&E be able to count on energy when planned as part of managing its long term portfolio.

The Portfolio Fit metric is an integer value between 0 and 100, inclusive. It is obtained by averaging, with equal weighting, the two scores obtained from: 1) the delivery firmness, and 2) the time of delivery, including the commercial online date. The average value is rounded to the closest integer (a half-integer value is rounded up). The scores will be accompanied by an explanation of the rationale behind the scoring.

### 3. Project Viability

#### a. Modified CPUC Final Project Viability Calculator

The CPUC developed a Project Viability Calculator (PVC) with stakeholder participation from utilities, renewable project developers and ratepayer advocates. The CPUC's PVC, along with background on its development, instructions for use, and criteria scoring guidelines can be found on http://www.cpuc.ca.gov/PUC/energy/Renewables/procurement.htm and in the PVC itself.

The CPUC allows IOUs to modify certain aspects of the PVC as described in the 'Instructions' tab of the calculator. PG&E added the criterion 'EPC Experience' and modified category and criteria weightings to reflect PG&E's experience in assessing project viability, resulting in PG&E's **modified** version of the PVC, which is shown in Figure 1 below and functional in the 'Project Viability' worksheet of Attachment D. PG&E's scoring guidelines for the added criterion of 'EPC Experience' are shown in Figure 2 below. PG&E will evaluate the project viability of each offer using its **modified** version of the PVC. Participants are requested to self-score each of their offers using the modified PVC in Attachment D and provide supporting documentation for each score. PG&E will review all submissions and adjust self-scores as appropriate.

For background, a project's viability score is based on weighted scores in three categories: 1) Company / Development Team, 2) Technology, and 3) Development Milestones. The Project Viability assessment results in a score ranging from 0 to 100 points with 100 being the highest possible score. Offer information required by PG&E for evaluation of project viability is described in this 2011 Solicitation Protocol Section VIII.D. The Participant's claims in all three categories are verified to the extent possible using publicly available data and/or PG&E data.

This protocol applies to all Offers in this Solicitation.

Figure 1 – PG&E Modified CPUC Final Project Viability Calculator

## Project Summary

<bid number>
**<project name>**

### Bidder Information

| | |
|---|---|
| Project Name | <project name> |
| Solicitation Bid Number (1,2,3...) | <bid number> |
| Company Name | <company> |
| New or Existing Facility? | <select one> |

### Project Information

| | |
|---|---|
| Technology | <select one> |
| Nameplate Capacity (MW) | |
| Annual Generation (GWh) | |
| Annual Capacity Factor (%) | |
| Type of cooling | <select one> |
| Contract Length (years) | |
| Commercial Operation Date | <01/15/10> |

### Project Detail

| | |
|---|---|
| Interconnection Status | |
| Interconnection Point / Substation | |
| Levelized Price ($/MWh) | |
| TOD-adjusted Levelized Price ($/MWh) | |

## Project Viability Calculator

2009 RPS Solicitation

### Category and Criteria Weighting

| Criteria Ranking | | | | |
|---|---|---|---|---|
| *Priority* | VH | H | M | L |
| *Weight* | 4 | 3 | 2 | 1 |

| Category | | Criteria | Priority | Weight |
|---|---|---|---|---|
| **Company / Development Team** | | Project Development Experience | VH | 4 |
| | | EPC Experience | M | 2 |
| | | Ownership / O&M Experience | M | 2 |
| **Category Weight** | 25% | | | |
| **Technology** | | Technical Feasibility | VH | 4 |
| | | Resource Quality | L | 1 |
| | | Manufacturing Supply Chain | H | 3 |
| **Category Weight** | 25% | | | |
| **Development Milestones** | | Site Control | VH | 4 |
| | | Permitting Status | VH | 4 |
| | | Project Financing Status | M | 2 |
| | | Interconnection Progress | H | 3 |
| | | Transmission Requirements | H | 3 |
| | | Reasonableness of COD | L | 1 |
| **Category Weight** | 50% | | | |
| *must equal 100% –>* | **100%** | | | |

### Project Scoring

range 0 - 10

| weight | | - score card - Utility | IE | Comments |
|---|---|---|---|---|
| 25% | **Company / Development Team** | | | |
| 4 | Project Development Experience | | | |
| 2 | EPC Experience | | | |
| 2 | Ownership / O&M Experience | | | |
| | *Total Category* | 0 | 0 | |
| | *Weighted Criteria* | 0 | 0 | |
| | *Normalized Category* | 0.00 | 0.00 | |
| | ***Weighted Category*** | **0.00** | **0.00** | |
| 25% | **Technology** | | | |
| 4 | Technical Feasibility | | | |
| 1 | Resource Quality | | | |
| 3 | Manufacturing Supply Chain | | | |
| | *Total Category* | 0 | 0 | |
| | *Weighted Criteria* | 0 | 0 | |
| | *Normalized Category* | 0.00 | 0.00 | |
| | ***Weighted Category*** | **0.00** | **0.00** | |
| 50% | **Development Milestones** | | | |
| 4 | Site Control | | | |
| 4 | Permitting Status | | | |
| 2 | Project Financing Status | | | |
| 3 | Interconnection Progress | | | |
| 3 | Transmission Requirements | | | |
| 1 | Reasonableness of COD | | | |
| | *Total Category* | 0 | 0 | |
| | *Weighted Criteria* | 0 | 0 | |
| | *Normalized Category* | 0.00 | 0.00 | |
| | ***Weighted Category*** | **0.00** | **0.00** | |
| | **Total Weighted Score** | **0.00** | **0.00** | |

**"Normalized Category" makes each category the same range of values while incorporating the weighting within each category. Therefore, a normalized category score should be "100" if the project receives the maximum score (10) for each criteria, regardless of the criteria weighting (1 - 4).**

**Project Strengths**

**Project Weaknesses**

Figure 2 – PG&E Criteria Scoring Guidelines for Added Criterion of 'EPC Experience'

| | | | | |
|---|---|---|---|---|
| EPC Experience | 0 | 0 | 10 | Multiple previous projects with same EPC supplier with same technology |
| | | | 8 | Multiple previous projects with same EPC supplier using different technology |
| | | | 5 | Some EPC experience with same technology |
| | | | 3 | Some EPC experience with different technology |
| | | | 1 | Minimal experience / established relationship with EPC supplier |
| | | | 0 | None of the above. |

## 4. RPS Goals

### a. Overview

PG&E assesses the Offer's consistency with and contribution to California's goals for the RPS program and the Offer's support of PG&E's supplier diversity goals (collectively "RPS Goals"). The RPS Goals assessment considers the factors described below.

### b. Methodology

Determination of the extent to which the proposed development supports RPS Goals is based on the information provided in the Offer as well as PG&E's assessment of the project (see RPS Solicitation Protocol Section VIII.D).

1. Non-quantitative factors identified in CPUC Decision 04-07-029

Benefits to low income or minority communities, Environmental Stewardship, Local Reliability, and Resource Diversity benefits

2. Legislative Findings and Declaration that increasing California's reliance on renewable energy may do each of the following:

- increase the diversity, reliability, public health and environmental benefits of the energy mix;
- promote stable electricity prices;
- protect public health;
- improve environmental quality;
- stimulate sustainable economic development;
- create new employment opportunities;
- reduce reliance on imported fuels;
- ameliorate air quality problems;
- improve public health by reducing the burning of fossil fuels;

- provide tangible demonstrable benefits to communities with a plurality of minority or low-income populations.

3. Consistency with the CPUC's Water Action Plan adopted on December 15, 2005.

To the extent a project uses water on site, its impact on California's water quality and consistency with the CPUC's recommended water conservation practices and goals is reviewed.

4. Executive Order S-06-06, signed on April 25, 2006.

In this executive order, Governor Schwarzenegger described the benefits of biomass resources in electricity production and established a goal that the state would meet 20% of its renewable energy needs with electricity produced from biomass. The Participant is encouraged to describe in its Offer how its ERR facility, if applicable, can support the 20% goal.

5. Supplier Diversity

In support of PG&E's supplier diversity goals, the good faith efforts of Participants to subcontract with Women-, Minority-, and Disabled Veteran-owned Business Enterprises (WMDVBEs) and if a Participant is a WBE, MBE, or DVBE are factors that are considered in the bid evaluation process.

### 5. Transmission Adder

#### a. Overview

The transmission adder adjusts Offer prices to include the cost, if any, of bringing the power from the generating facility to PG&E's network. Once Offers have been ranked on all evaluation criteria except transmission, the means by which the generation will be delivered to PG&E's customers is examined. Each bid is associated with a transmission cluster based upon the location of the facility. If a CAISO interconnection study has been completed for the project, the costs in that report are used for bid evaluation. If no study has been completed, the project's transmission costs are based upon either the ability to affect deliveries to PG&E's load through exchanges, or other commercially-recognized means, or transmission costs are assigned using the transmission ranking cost report methodology. PG&E uses the lesser of the transmission adder or alternative commercial arrangements in determining the market value of bids and selecting the shortlist.

Available capacity at each transmission cluster (if any) is assigned to the bids at each cluster based on rank. Each bid is then assigned the transmission cost adder indicated by the Transmission Ranking Cost Report (TRCR) as necessary to accept its project capacity on the transmission network. The cost adders from the TRCR are provided in Table X.1 in the 2011 Solicitation Protocol.

The cluster-based cost adders are used for bid evaluation only. Resource projects do not have to physically connect to a cluster, and connecting projects do not necessarily pay the interconnection prices listed in the TRCR.

### b. Methodology for TRCR Adder

After the initial ranking of Offers on Market Valuation, the team calculating the transmission adder receives a download of data for each Offer. The data is grouped by transmission cluster and sorted by Market Valuation, from highest to lowest.

PG&E assigns each Offer an estimated amount of transmission network upgrade costs, if applicable, using the Transmission Ranking Cost Table X.1 in the 2011 RPS Solicitation Protocol. Within each of transmission clusters, PG&E has identified various levels of possible additional transmission capacity, in megawatts, and the related costs, in dollars, of providing that capacity. These megawatts and dollars in the table are divided between "Peak & Shoulder" and "Night" periods (note that the dollars for "Baseload & As-Available" columns are simply the sum of the other two sets of columns minus any common transmission facilities).

Within each of the transmission clusters, and within each period (Peak & Shoulder and Night), starting with the highest scoring Offer, each Offer is assigned a pro-rata share of the cost. This share is based on the Offer's maximum MW as a percentage of the maximum MW of potential generation assigned to each transmission level based on the initial ranking provided. Offers whose MWs fall into two levels are assigned a pro-rated cost based on the amount of the Offer's MWs in each transmission adder level. For purposes of determining the level to which a project's MWs are assigned, only the highest ranking Offer from each Project above it in the cluster ranking is considered. This rule is intended to prevent the allocation of transmission capacity to multiple Offers of a single project.

PG&E may accept the electricity at a CAISO delivery point in the PG&E service area or another delivery point outside of PG&E's service territory and avoid the cost of congestion through the use of typical commercial arrangements. Examples of such arrangements include remarketing of the delivered energy, utility swaps, use of transmission adjustment bids and obtaining transmission as it becomes available. PG&E utilizes the TRCR values to assess the cost of transporting the energy to its load center, but PG&E also considers the cost of alternative commercial arrangements and may choose the most cost-effective option using least-cost best-fit principles. Ultimately, whether the seller pays for the cost of transmission is negotiable, subject to PG&E's ability to recover the cost.

If the proposed Project is located outside the CAISO-controlled grid and is offering delivery outside the CAISO grid, the Seller is asked to deliver the energy onto or to an intertie with the CAISO grid. The transmission cost adder is based on the transmission ranking cost at the cluster closest to the point where its power would enter PG&E's territory (e.g. for power coming in from the Pacific NW, the cluster would be Round Mountain). This ensures these Offers are properly valued with respect to Offers with delivery within the CAISO-controlled grid. However, as noted above, PG&E also considers possible commercial arrangements that might be more economical

than physically transmitting the power to the PG&E service area and will choose the most cost-effective option using least-cost best-fit principles.

A Present Value Revenue Requirement (PVRR) is calculated from the Transmission Ranking Cost table X.1 for each evaluated bid. This PVRR captures from a ratepayer perspective the risk and cost to construct and maintain transmission upgrades to accommodate the generation from the renewable resource.

This PVRR of the costs of the Network Upgrades are converted into a present value per MWh (2011 $ and 2011 MWh) by dividing the PVRR by the Discounted MWh. These present value per MWh (2011 $ and 2011 MWh) values, one for each Offer, are returned to the database for a recalculation of the Market Valuation.

## C. Criteria Weightings

**1. If a weighting system is used please describe how each LCBF component is assigned a quantitative or qualitative weighting compared to other components. Discuss the rationale for the weightings.**

PG&E does not apply a weighting system to the LCBF components in the overall evaluation and selection of Offers.

**2. If a weighting system is not used please describe how the LCBF evaluation criteria are used to rank bids.**

As described above, PG&E ranks according to Net Value. Final shortlisting decisions are made with judgment using the scores and assessments from the other evaluation criteria. Also, PG&E solicits PRG and IE feedback on the recommended shortlist.

**3. Discuss how the IOU LCBF methodology evaluates project commercial operation date relative to transmission upgrades required for the project.**

As described in the Project Viability section above, the effect of the scope and timing of transmission upgrades on the timing of a project's commercial operation date is considered in the viability evaluation.

**4. Discuss how the LCBF methodology takes into account bids that may be more expensive, but have a high likelihood of resulting in viable projects.**

The LCBF process considers all Offers on multiple criteria, not just price. All Offers are scored in each of the criteria and ranked as described above. The Project Viability score has significant qualitative impact on the final ranking of the Offers. PG&E notes that the LCBF process is a screening tool that helps with an initial selection of projects. It is only upon shortlisting that substantive discussions with bidders can begin.

**D. Evaluation of utility-owned, turnkey, buyouts, and utility-affiliate projects**

**1. Describe how utility-owned projects are evaluated against PPAs**

PG&E has not bid any utility-owned projects into its solicitation.

**2. Describe how turnkey projects are evaluated against PPAs**

All else being equal, a turnkey project is compared to a PPA based on an all-in Net Value, defined as Market Value after adjustment for Transmission Adders, in $/MWh. The cost of ownership, measured as a present value of revenue requirements, is recalculated to be based in $/MWh. The project with the higher Net Value is considered better than the one with the lower Net Value, but it is possible that both could move forward.

**3. Describe how buyout projects are evaluated against PPAs**

Buyout projects are discussed above.

**4. Describe how utility-affiliate projects are evaluated against non-affiliate projects**

PG&E does not have an affiliate that develops renewable energy projects. If PG&E establishes such an affiliate in the future, there will be detailed protocols to address such an evaluation in order to ensure fairness to all bidders in the process.

## III. Bid Evaluation and Selection Process

**A. What is the process by which bids are received and evaluated, selected or rejected for shortlist inclusion, and further evaluated once on the shortlist?**

When bids are received and opened, a processing team reviews each Offer to identify and summarize key characteristics, and to note any major areas of missing or unclear information. PG&E has set up evaluation teams for each of the evaluation criteria, as described above. Each team reviews the entire population of Offers in its evaluation area in order to ensure consistency in scoring across Offers. A lead person for each Offer ensures that the scores for that Offer make sense across evaluation teams. If there are any additional information needs from a bidder, the PG&E lead makes such requests. Responses are taken into account prior to ranking Offers.

An evaluation committee oversees the integrity of the evaluation process and makes a shortlist recommendation to the steering committee. The steering committee has the authority to approve the shortlist and additionally to rule on issues of eligibility. Following shortlisting, the steering committee approves the priority of negotiations. Offers and their respective valuations are updated as new information becomes available in the course of negotiations.

**B. What is the typical amount of time required for each part of the process?**

For the 2011 RFO, the interval between the issuance of the request for Offers to the receipt of Offers is approximately five weeks; from the date of bid receipt until notification of bidders eligible for shortlisting, the interval is about eight weeks; from the date of notification to transmission of the short list to the CPUC is two weeks. In PG&E's experience, negotiations can take from three to six months, or longer, depending on the complexity of the transaction and the differences between the seller and the IOU. The time from contract execution until CPUC Approval is generally six to twelve months.

**C. How is the size of the shortlist determined?**

The shortlist is sized to create a population of Offers large enough to satisfy PG&E's procurement target of 1-2% of load. PG&E takes into account that Offers may be withdrawn and that negotiations with others may not result in executed contracts.

**D. Are rejected bidders told why they were rejected? If so, what is the process?**

PG&E notifies rejected bidders by email and provides an opportunity for feedback by phone. The emails do not specify the reason, but PG&E Offers to discuss the reasons for rejection if the bidder desires. Several bidders took advantage of PG&E's Offer.

**E. Describe involvement of the Independent Evaluator**

The Independent Evaluator (IE) reviews the evaluation criteria, detailed protocols, and the market valuation and portfolio fit models prior to bid opening. The IE provides feedback on potential areas for improvement. The IE is present at bid opening and receives a hard copy and electronic copy of all bid documents. The IE monitors all email communications with bidders. PG&E uses email exclusively to make supplemental information requests, and all responses are provided to the IE upon receipt. The IE may submit additional questions that are not raised by the PG&E team. The IE participates in all meetings of PG&E's RPS steering committee and in all PRG meetings related to PG&E's RPS solicitation. The IE performs an independent evaluation of the Offers. If any substantive differences exist between the IE's evaluation and the utility's evaluation, the IE discusses these areas with the utility to determine the reason and to correct the difference.

**F. Describe involvement of the Procurement Review Group**

For the 2009 RFO, PG&E presented its initial summary and general highlights of solicitation results to the PRG about a week after bid receipt. PG&E presented a detailed summary and preliminary shortlist to the PRG about four weeks after bid receipt. Key project characteristics were discussed. The PRG raised questions and provided initial feedback. PG&E returned to the PRG with a recommended shortlist about five weeks after bid receipt. PG&E solicited and incorporated the PRG's feedback into its selection of the final shortlist about six weeks after bid receipt. PG&E expects to follow the same process in 2011.

**G. Discuss whether and how feedback on the solicitation process is requested from bidders (both successful and unsuccessful) after the solicitation is complete**

Although PG&E has not established a process to receive feedback from bidders, PG&E is open to providing/receiving feedback, and would consider holding a post-solicitation

workshop or an IE- sponsored survey in order to allow all bidders to express concerns and to provide/receive feedback. As described above, PG&E talked with several rejected bidders. In addition, PG&E solicited feedback from all bidders who withdrew from the solicitation, in order to understand their reasons for withdrawal.

# Attachment L

# Supplier Diversity Questionnarie

**Attachment L**

## SUPPLIER DIVERSITY QUESTIONAIRE

- Is your company certified by the California Public Utilities Commission (CPUC) Supplier Clearinghouse as a woman or minority-owned business? If your company is service disabled veteran-owned, is your company certified by the State of California Department of General Services? Please provide certification number and expiration date.

- If your company is woman, minority or service disabled veteran-owned but not certified by the CPUC or Department of General Services, does your company hold a Women's Business Enterprise National Council (WBENC), National Minority Supplier Development Council (NMSDC) or United States Small Business Administration 8(a) certification. Please provide certification number and expiration date.

- Does your company have a supplier diversity program? If so describe efforts your company has made to increase business with women, minority and service disabled veteran-owned businesses (i.e. does your company have a policy statement, participate in outreach activities, promote diverse firm subcontracting, publicize contract opportunities, provide certification assistance, etc.?) Please provide examples.

- If your company has a Supplier Diversity Program, does your company mentor women, minority and service disabled veteran-owned suppliers? Please provide examples.

- What percentage of your company's total contracting and procurement spend for the prior year was with women, minority and service disabled veteran-owned businesses?

- Indicate the percentage your company will subcontract with CPUC-certified women, minority and service disabled veteran-owned businesses should your company be the successful bidder. If your company does not plan to subcontract, please explain why not.

# Attachment M

# Joint Development and/or Joint Ownership – Required Detailed Participant Information

**CHP Facility Information**

This Attachment should be submitted by a Participant that is also a CHP Facility. "CHP Facility" means a Project that (a) is a qualifying cogeneration facility as defined at 18 Code of Federal Regulations §292.205, (b) meets the definition of "cogeneration" under California Public Utilities Code (PU Code) Section 216.6, and (c) satisfies the greenhouse gas emissions performance standards set forth in PU Code Section 8341.

The following information is requested:

1. Generating Facility.

   (a) Name; Designation. The name of the Project is [name], which:

      i. ____ is a New CHP Facility;

      ii. ____ is an Existing CHP Facility;
      iii. ____ is or will be a Repowered CHP Facility on or before the Term Start Date;
      iv. ____ is or will be an Expanded CHP Facility on or before the Term Start Date.
      v. ____ replaces an existing CHP Facility that has shut down and the thermal load [continues] [has been discontinued].

   (b) CHP Facility Type. As of the Effective Date, the Project is a ["topping-cycle cogeneration facility", as defined in 18 CFR Part 292, Section 292.202(d)] ["bottoming-cycle cogeneration facility", as defined in 18 CFR Part 292, Section 292.202(e)].

   (c) Fuel Type. The primary fuel will be _____. Up to ___% of the energy input will be from (specify) natural gas or oil.

   (d) Efficiency. The Project's generating facility has an Efficiency Rating of [__]% (the "Expected ER").

   (e) Total energy input (the total energy of all forms supplied from external sources) is forecasted at _____MMBtu/year.

      i. Total energy output (the sum of the useful power output and useful thermal energy output) is forecasted at _____ MMBtu/year.

      ii. At least ____ percent of the Project generating facility's total energy output on an annual basis will be used for industrial, commercial, residential or institutional purposes.

   (f) Useful Thermal Energy Output.

i. "Useful Thermal Energy Output" means the thermal energy that is made available to an industrial or commercial process. Useful Thermal Energy Output is forecasted at _____MMBtu/month.

ii. The Participant's thermal energy output will be dedicated to the following use(s):
_____.

iii. Supply the percentage required to complete (I), (II), or (III) during the 12-month period beginning with the date of initial deliveries, and any calendar year subsequent to the year in which the facility first delivers electric energy.:

I. __ The Project is a topping-cycle cogeneration facility. The Useful Thermal Energy Output of the facility will be no less than ___ percent of the total energy output.

II. __ The Project is a topping-cycle cogeneration facility that uses some natural gas or oil. The useful power output plus one-half of the useful thermal energy output will be ___ percent of the total energy input of natural gas and oil to the facility.

III. __ The Project is a bottoming-cycle cogeneration facility that uses some natural gas or oil for supplemental firing. The useful power output will be ___ percent of the total energy input of natural gas and oil to the facility for supplemental firing.

# Attachment N

# Short Term Offers: Additional and/or Substitute Provisions

Form **W-9**
(Rev. September 2007)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

**Print or type**
See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**

**or**

**Employer identification number**

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** **Signature of U.S. person ▶** **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt recipients 1 through 7[2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Disregarded entity not owned by an individual | The owner |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.