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September 10, 2014

Noshir Irani  
Assistant Secretary  
Burney Forest Products, A Joint Venture  
591 Redwood Highway, Suite 3100  
Mill Valley, CA 94941

Re: Extension of the Amendment executed on 10/14/2011 by Roy Kuga from Pacific Gas and Electric Company (PG&E) and Noshir Irani of Burney Forest Products, A Joint Venture (Burney). (PG&E Log No. 13C038)

This agreement (Extension Agreement) sets forth the Parties' agreement to extend the Amendment executed on 10/14/2011 between PG&E and Burney (the Amendment) for one year (the Extension Period), subject to CPUC Approval as specified herein. Unless otherwise explicitly provided in this Extension Agreement, the terms and conditions of the Amendment shall apply.

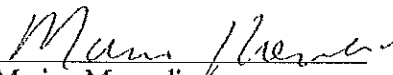
1. From the termination date set forth in the Amendment until PG&E obtains CPUC Approval for this Extension Agreement (the Pre-Extension Period) or until this Extension Agreement otherwise terminates, Burney shall be paid in accordance with the Amendment provided that Seller has posted and maintains the Delivery Term Security in Section 3.12 of the Amendment.
2. Payments made under this Extension Agreement, including payments made during the Pre-Extension Period, are subject to CPUC Approval. 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 Extension Agreement in its entirety including payments to be made by Buyer, subject to CPUC review of the Buyer's administration of the Agreement.
  - b. Finds that any procurement pursuant this Extension Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer's compliance or 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.
3. If CPUC Approval is not obtained on or before the date that is two hundred forty (240) days from the date on which PG&E files this Extension Agreement for CPUC Approval, then (i) either Party may terminate this Extension Agreement effective upon receipt of notice by the other Party and (ii) if a Party terminates this Extension Agreement, neither Party shall have any continuing obligation or liability to the other hereunder, including for a termination payment or otherwise, by reason of a termination made pursuant to this provision, except that PG&E shall be

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entitled to recover any difference between payments made to Burney under this Extension Agreement and those payments that would otherwise have been made in accordance with the underlying Interim Standard Offer Four Agreement (the Overpayments).

4. PG&E may recover the amount of the Overpayments by means of one or more of the following: (a) drawing upon any security posted by Burney, or (b) offsetting against future payment under the PPA, or (c) accepting a cash payment from Burney.
5. This Extension Agreement may be executed in one or more counterparts, each of which will be deemed to be all original of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Extension Agreement and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Extension Agreement for all purposes. Signatures of the Parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.

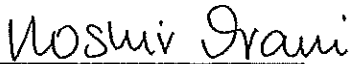
Best regards,

  
Marino Monardi  
Director, Portfolio Management  
Pacific Gas and Electric Company

Concurring Statement

ACCEPTED AND AGREED:

BURNEY FOREST PRODUCTS, A JOINT VENTURE  
a California general partnership

By:   
Noshir Irani, Assistant Secretary

AGREED AND ACCEPTED DATE: 09/15/2014

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