



Marino Monardi
Director
Portfolio Management

77 Beale Street, Rm. 2526H
San Francisco, CA 94105

Mailing Address:
Mail Code 825H
P.O. Box 770000
San Francisco, CA 94177

415.973.8573
Fax: 415.973.9176
Email: M3MT@pge.com

John Wood
Executive Vice President
EWP Renewable Corporation
600 West Broadway, Suite 1600
San Diego, CA 92101

Re: Modification to Third Amendment executed on 2/28/2011 between Pacific Gas and Electric Company and DG Fairhaven Power LLC (PG&E Log No. 19P005)


This letter agreement shall set forth Buyer and Seller's agreement that Buyer's notice requirement to exercise the first option to extend the term of the Third Amendment by one year shall be delayed by two weeks. This letter agreement will delete the following sentence in Section 2 of the PPA:

"PG&E shall have the option to extend the Amendment Term for each of two additional one year periods, such option to be exercised by written notice to Seller on or before ninety (90) days prior to the expiration of this Amendment."

The following sentences will be added in the place of the deleted sentence in Section 2 of the PPA:
"PG&E shall have the option to extend the Amendment Term for each of two additional one year periods. The first option is to be exercised by written notice to Seller on or before seventy-six (76) days prior to the expiration of this Amendment. The second option is to be exercised by written notice to Seller on or before ninety (90) days prior to the expiration of this Amendment."

To the extent this delay in notice causes Seller to extend or postpone any planned outage or long-lead equipment purchase commitments, then Buyer shall make reasonable day for day allowances either under Section 3.14 (Outage Scheduling) of the Third Amendment or as becomes reasonably necessary to accommodate any such postponement, however such allowances shall not apply during the months June through September and Buyer's obligation to make reasonable allowances shall expire on 12/31/2014.

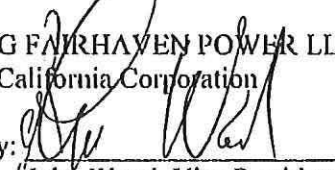
Best regards,


Marino Monardi
Director, Portfolio Management
Pacific Gas and Electric Company

Concurring Statement

ACCEPTED AND AGREED:

DG FAIRHAVEN POWER LLC,
a California Corporation

By: 
John Wood, Vice President

AGREED AND ACCEPTED DATE:
Nov. 5, 2013



Marino Monardi
Director
Portfolio Management

77 Beale Street, Rm. 2525H
San Francisco, CA 94105

Mailing Address:
Mail Code B25H
P.O. Box 770000
San Francisco, CA 94177

415.973.8573
Fax: 415.973.9176
Email: M3MT@pge.com

John Wood
Executive Vice President
EWP Renewable Corporation
600 West Broadway, Suite 1600
San Diego, CA 92101

Re: Modification to Third Amendment executed on 2/28/2011 between Pacific Gas and Electric Company and DG Fairhaven Power LLC (PG&E Log No. 19P005)

This letter agreement shall set forth Buyer and Seller's agreement that Buyer's notice requirement to exercise the first option to extend the term of the Third Amendment by one year shall be delayed by two weeks. This letter agreement will delete the following sentence in Section 2 of the PPA:

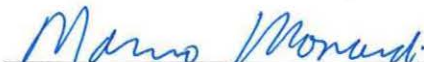
"PG&E shall have the option to extend the Amendment Term for each of two additional one year periods, such option to be exercised by written notice to Seller on or before ninety (90) days prior to the expiration of this Amendment."

The following sentences will be added in the place of the deleted sentence in Section 2 of the PPA:

"PG&E shall have the option to extend the Amendment Term for each of two additional one year periods. The first option is to be exercised by written notice to Seller on or before seventy-six (76) days prior to the expiration of this Amendment. The second option is to be exercised by written notice to Seller on or before ninety (90) days prior to the expiration of this Amendment."

To the extent this delay in notice causes Seller to extend or postpone any planned outage or long-lead equipment purchase commitments, then Buyer shall make reasonable day for day allowances either under Section 3.14 (Outage Scheduling) of the Third Amendment or as becomes reasonably necessary to accommodate any such postponement, however such allowances shall not apply during the months June through September and Buyer's obligation to make reasonable allowances shall expire on 12/31/2014.

Best regards,


Marino Monardi
Director, Portfolio Management
Pacific Gas and Electric Company

Concurring Statement

ACCEPTED AND AGREED:

DG FAIRHAVEN POWER LLC,
a California Corporation

AGREED AND ACCEPTED DATE:

By: _____
John Wood, Vice President