



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

Terry Williams
President
EWP Renewable Corporation
600 West Broadway, Suite 1600
San Diego, CA 92101


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

This agreement (Extension Agreement) sets forth the Parties' agreement to extend the Third Amendment executed on 2/28/2011 between Pacific Gas and Electric Company and DG Fairhaven Power LLC for one year (the Extension Period) subject to CPUC Approval as specified herein.

1. From the termination date set forth in the Third Amendment until PG&E obtains CPUC Approval for this Extension Agreement (the Pre-Extension Period), DG Fairhaven Power LLC shall be paid per the "CPUC Approval True-Up" section of the Third Amendment (Section 3.2(e)(i)), which section is hereby incorporated into and made part of this Extension Agreement solely to the extent necessary to accomplish this purpose.
2. For this Extension Agreement to become effective, CPUC Approval must include a finding that payments made by PG&E under this Extension Agreement are reasonable and are recoverable in rates by PG&E.
3. If CPUC Approval is not obtained on or before 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 obligation or liability to the other hereunder, including for a termination payment or otherwise, by reason of a termination made pursuant to this provision.
4. If CPUC Approval is obtained, PG&E shall pay to DG Fairhaven Power LLC a one-time lump-sum true-up of the difference between the price paid during the Pre-Extension Period referenced in section 1, above, and the agreed-upon price for the Extension Period (the Extension Period

Price). Thereafter, for the remainder of the one-year Extension Period, Seller shall receive the Extension Period Price.

Best regards,


Marino Monardi
Director, Portfolio Management
Pacific Gas and Electric Company

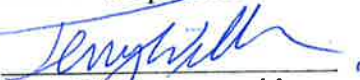
AGREED AND ACCEPTED DATE:

19 Nov 2013

Concurring Statement

ACCEPTED AND AGREED:

DG FAIRHAVEN POWER LLC,
a California Corporation

By: 
Terry Williams, President
11/19/2013