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March 10, 2014

Finley McMillan
Water Wheel Ranch
P.O. Box 110
Round Mountain, CA 96084

Re: Letter Agreement Extending QF Contract Log No. 13H124

Mr. McMillan:

This letter agreement ("Extension Agreement") sets forth the terms and conditions under which the term of the Qualifying Facility Contract identified by Log No. 13H124 ("the QF Contract") between Pacific Gas and Electric Company ("PG&E") and Water Wheel Ranch ("Seller") (collectively, the "Parties") dated April 17, 1985, with an expiration date of March 21, 2014, will be extended through December 31, 2014, unless the Renewable Market Adjusting Tariff ("ReMAT") Contract between PG&E and Seller terminates, or if Seller terminates this Extension Agreement. Any capitalized term not defined in this Extension Agreement shall have the meaning provided in the QF Contract, as amended.

The Parties agree as follows:

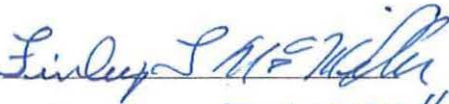
- 1. Effective Date.** This Extension Agreement is effective as of March 22, 2014 ("Effective Date") and shall remain in effect through December 31, 2014, unless terminated earlier on the day before the beginning of the month following thirty (30) days' written notice by Seller, or, in the event the ReMAT Contract between PG&E and Seller terminates, on the date of termination of the ReMAT Contract. As of midnight on the earliest of these three dates, this Extension Agreement shall terminate automatically and neither Party shall have any further obligations under either the QF Contract or this Extension Agreement, except for payments already owing at the time of such termination.
- 2. Energy Price.** PG&E shall pay Seller for energy delivered and accepted as of each PG&E-metered settlement interval at the average CAISO Day-Ahead Market Locational Marginal Price specific to the Facility for the settlement interval.
- 3. Capacity Price.** The price for As-Delivered Capacity shall be \$0/kW-yr during the term of this Extension Agreement.
- 4. Definitions.** Capitalized terms not defined by the QF Contract, as amended, shall have the meaning provided by the CAISO Tariff, as may be amended from time to time.
- 5. No Other Changes.** All other provisions of the QF Contract shall remain in effect for the term of this Extension Agreement.


Mr. Finley McMillan
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The Parties acknowledge their agreement to this Extension Agreement by their signatures below.

**Water Wheel Ranch,
a California Limited Partnership**

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

By: 
Name: FINLEY T McMILLAN
Title: partner
Date: 3-12-14

By: 
Name: Marcus Morard
Title:
Date: 3-14-14