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Via E-Mail and US Mail

September 16, 2016

[REDACTED], Manager Renewable Energy  
5000 Dominion Boulevard  
Glen Allen, VA 23060

**Re: Letter Agreement for Calculating Deemed Delivered Energy; RE Old River One LLC  
[PG&E Log No. 33R288]**

Dear [REDACTED]:

Pacific Gas and Electric Company ("PG&E") and RE Old River LLC ("Seller") are Parties to that certain Power Purchase Agreement dated as of April 10, 2013 (the "Agreement") for the RE Old River One Project. All capitalized terms not defined herein shall have their meaning set forth in the Agreement.

Parties agree that in the absence of a Seller-provided equation or until the Parties come to an agreement on the equation referenced in Section 3.1(I)(I)(G), Deemed Delivered Energy ("DDE") shall mean 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 using the final forecast of Energy to be produced by the Project, as prepared by the CAISO in accordance with the Eligible Intermittent Resources Protocol and communicated to Buyer or Third Party SC (the Variable Energy Resource Forecast or "VER Forecast") as illustrated below:

$DDE = A - \text{Max}(B, C)$ , where:

A = VER Forecast, converted to MWh

B = MWh as instructed during a Buyer Curtailment Period. For the purpose of calculating DDE, the MWh as instructed during a Buyer Curtailment Period shall be the total Expected Energy, as defined in the CAISO Tariff ("TEE").

C = Delivered Energy delivered to the Delivery Point during the Buyer Curtailment Period.

- 1) In a timely manner, for Buyer Curtailment Periods, Buyer will provide Seller the VER Forecast and TEE.
- 2) If the VER Forecast and/or TEE are not available or contain errors or omissions, the Parties shall cooperate in good faith to cause the CAISO to correct the errors or omissions.

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- 3) If the CAISO modifies the 5-min VER Forecast in a manner that adversely impacts either Party, the affected Party shall Notice the other Party and the Parties shall work together to establish a mutually acceptable settlement solution.

By countersigning this letter, Seller acknowledges and agrees to the provisions as set forth in this letter. Please scan to a PDF file a copy of the fully executed letter and kindly send to Ryan Susanto at rzs6@pge.com.

PG&E reserves all rights and remedies available to it under the Agreement and through courts of law and equity, and nothing in this letter should be construed as a waiver of any such remedies.

Should you have any questions or comments, please contact Ryan Susanto, 415-973-1873, or via email at rzs6@pge.com.

Sincerely,

  
Ted H. Yura

Acknowledged and Agreed:

RE Old River One LLC *TR*

 Authorized Rep.  
Signature

Kelly S. Scott  
Name (print)

Director - Renewable Energy  
Title

9/30/2016  
Date