



Don Howerton
Director
Structured Energy Transactions

77 Beale Street
San Francisco, CA 94105-1702

Mailing Address
Mail Code B25J
P. O. Box 770000
San Francisco, CA 94177-0001

Via E-Mail and US Mail

April 17, 2017

Kelly.scott@dom.com

Kelly S. Scott
RE Old River One, LLC
5000 Dominion Blvd, 2NE
Glen Allen, VA 23060

Re: Letter Agreement for Calculating Deemed Delivered Energy and 2017 Curtailment Hours; RE Old River One, LLC, Log No. 33R288

Dear Mr. Scott:

Pacific Gas and Electric Company ("PG&E") and RE Old River One, 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.

This letter agreement ("Letter Agreement") is entered into as of the first above referenced date ("Letter Agreement Execution Date") by Seller and PG&E in connection with the Agreement. The Parties agree to the following:

(1) In accordance with Section [3.1(l)(i)(G)] that provides for the Parties to reasonably accept an equation, the Parties agree that 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 - 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.

If the VER Forecast and/or TEE are not available or contain errors or omissions, the Parties shall cooperate to cause the CAISO to correct the errors or omissions.

(2) Section [3.1(i)(iv)(A)(I)(1)] is amended to replace “one hundred (100) hours” with “one thousand (1,000) hours”.

The Parties further agree that any Deemed Delivered Energy occurring prior to the Letter Agreement Effective Date, but is unpaid as of such date, shall be determined in accordance with the defined term of Deemed Delivered Energy as set forth in provision 1 of this Letter Agreement.

Provision 2 of this Letter Agreement will terminate on November 1, 2017 (“Additional Curtailment Termination Date”). Following the Additional Curtailment Termination Date, Buyer Curtailment Periods for the remainder of the then current Contract Year and each subsequent Contract Year shall revert and be limited to the quantity of hours as set forth in the Agreement prior to the Letter Agreement Execution Date. As of the Additional Curtailment Termination Date, provision 2 of this Letter Agreement shall be deemed null and void and without legal effect.

Except to the extent expressly set forth in this Letter Agreement, this Letter Agreement does not modify or amend the Agreement and all provisions of the Agreement remain in full force and effect. This Letter Agreement along with the Agreement constitute the entire agreement between the Parties relating to the subject matter hereof and shall supersede all other prior and contemporaneous understandings, agreements, and communications, both written and oral, between the Parties relating to the subject matter hereof. This Letter Agreement may be executed in one or more counterparts, each one of which shall constitute an original and all of which shall be deemed one and the same agreement. Delivery of an executed counterpart of this Letter Agreement via email as a PDF will be deemed as effective as delivery of an originally executed counterpart.

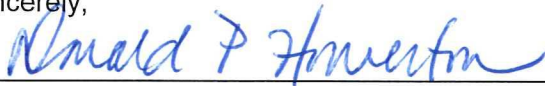
PG&E reserves all rights and remedies available to it under the Agreement and through courts of law and equity, and nothing in this letter should be construed as a waiver of any such remedies.

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

[The remainder of this page is intentionally left blank.]

By countersigning this Letter Agreement, Seller acknowledges and agrees to the provisions as set forth in this Letter Agreement as of the Letter Agreement Execution Date.

Sincerely,



Signature

Donald Howerton

Name (print)

Director, Structured Energy Transactions

Title

4/19/2017

Date

Acknowledged and Agreed:

Signature

Name (print)

Title

Date

By countersigning this Letter Agreement, Seller acknowledges and agrees to the provisions as set forth in this Letter Agreement as of the Letter Agreement Execution Date.

Sincerely,

Signature

Donald Howerton

Name (print)

Director, Structured Energy Transactions

Title

Date

Acknowledged and Agreed:

Kelly S. Scott

Signature

Kelly S. Scott

Name (print)

Authorized Rep.

Title

4/19/17

Date