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March 5, 2014

[REDACTED]
Mill & Sulphur Creek Power Plant, L.P.
7829 Center Blvd SE, #100
Snoqualmie, WA 98065

Re: Letter Agreement Extending QF Contract Log No. 19H006

[REDACTED]

This letter agreement ("Extension Agreement") sets forth the terms and conditions under which the term of the Qualifying Facility Contract identified by Log No. 19H006 ("the QF Contract") between Pacific Gas and Electric Company ("PG&E") and Mill & Sulphur Creek Power Plant, L.P. ("Seller") (collectively, the "Parties") dated July 9, 1984, with an expiration date of March 31, 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:

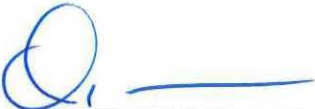
- 1. Effective Date.** This Extension Agreement is effective as of April 1, 2014 ("Effective Date") and shall remain in effect through December 31, 2014, unless terminated earlier on the day before the beginning of the month following thirty (30) days' written notice by Seller, or, in the event the ReMAT 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.

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

Mill & Sulphur Creek Power, L.P.,
a Washington Limited Partnership

PACIFIC GAS AND ELECTRIC COMPANY,
a California Corporation

By:  _____

By:  _____

Name: *Dell Kechn*

Name:

Title: *President of Mt Robert Energy Inc
G.P. of Mc Hydro LP GP of
Mill and Sulphur Creek Power L.P.*

Title:

Date: *3/6/14*

Date: *12 Mar 2014*