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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

Application of Pacific Gas and Electric Company (U 39 E) for Approval Under Public Utilities Code Section 851 to Sell the Hamilton Branch Hydroelectric Project. (U 39 E)	Application No. 26-02-____

APPLICATION OF PACIFIC GAS AND ELECTRIC COMPANY (U 39 E) FOR APPROVAL UNDER PUBLIC UTILITIES CODE SECTION 851 TO SELL THE HAMILTON BRANCH HYDROELECTRIC PROJECT

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Dated: February 27, 2026

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APPLICATION OF PACIFIC GAS AND ELECTRIC COMPANY (U39E) FOR APPROVAL UNDER PUBLIC UTILITIES CODE SECTION 851 TO SELL THE HAMILTON BRANCH HYDROELECTRIC PROJECT

I. INTRODUCTION

Pacific Gas and Electric Company (PG&E) respectfully requests that the California Public Utilities Commission (Commission or CPUC) authorize the sale by PG&E of the Hamilton Branch Hydroelectric Project and associated electric facilities (Project) to Hamilton Branch Hydro, LLC (Buyer). The details of the sale are set forth in the Purchase and Sale Agreement (PSA), dated January 1, 2026, which is included as Attachment A. PG&E also requests the Commission approve the requested ratemaking treatment. As described below and in the testimony supporting this application, the sale of the Project to the Buyer is in the best interest of PG&E's customers.

This application is made pursuant to California Public Utilities Code Section 851 and Articles 2, 3, and 7 of the Commission's Rules of Practice and Procedure.

II. DESCRIPTION OF THE PROJECT

PG&E owns the Project, which is a 4.8 MW hydroelectric project located near Lake Almanor, near the City of Westwood, and in Plumas and Lassen Counties, CA. Maps showing the Project location are included as Attachment B. The Project's hydroelectric facilities do not have a Federal Energy Regulatory Commission (FERC) license, and California Division of Safety of Dams (DSOD) is the lead agency for dam inspections and compliance.

The Project, originally developed and owned by Red River Lumber Company, began operations during 1921. PG&E purchased the Project in 1946 and has owned and operated the Project since then. In 2018, PG&E discontinued operations and the Project was left out of service ("mothballed"[1/]) due to the significant investment needed to fully repower the hydroelectric facilities. PG&E continues to maintain the facilities in a safe condition and follow all compliance requirements.

The Project consists of Indian Ole Dam on the Mountain Meadows Reservoir, a diversion dam in the Feather River below the Dam, 3.3 miles of canal with two additional diversions, a two-unit 4.8 MW powerhouse with tailwater to Lake Almanor which interconnects to PG&E's regional 12 KV and 60 KV systems.

The transaction includes approximately 6,800 acres of land, which PG&E owns in fee (Real Property). Of those, only about 1,800 acres of land are not submerged. The Real Property is encumbered with a conservation easement which will be transferred with the proposed transactions.

A complete description of the Project assets is found in the PSA in Schedule 2.1(a). PG&E will not retain any assets as described in the PSA in Schedule 2.2. The Buyer has communicated to PG&E that it intends to continue to use the Real Property and Project assets as a hydroelectric generation project.

III. REASONS FOR THE SALE

The Project's hydroelectric facilities have been identified for divestiture from PG&E's generation portfolio due to the significant investments required to continue to own and operate the Project. One of the two units has been mothballed since 2016, and the second unit was mothballed in 2018. The necessary investments to bring the units back to service would be costly to PG&E customers and outweigh the projected generation benefits of the project.

1/ Mothballed resources refer to generating units that are not currently in operation but are not permanently retired.

After evaluating the costs of repair and restoration, PG&E made the decision to move forward with the sale of the Project in an "as-is" condition. PG&E launched a public Request for Offers (RFO) process in April 2021, and the successful bidder was chosen later that year. In 2022, negotiations were paused while PG&E applied for and awaited the Commission's decision on its Pacific Generation application, which would have created and transferred all non-nuclear generation assets to a subsidiary. The application was ultimately not approved and PG&E resumed negotiations with the Buyer in 2024. The PSA was executed by PG&E and the Buyer on January 1, 2026.

PG&E proposes to sell the Project because it will reduce costs to PG&E's customers. In fact, PG&E estimates selling the Project "as-is" will save customers between approximately $38.61 million and $61.78 million, compared to either refurbishing and operating the Project or decommissioning it, respectively. The reason for these savings is that the removal of the Project from PG&E's portfolio reduces future capital investment and operation and maintenance costs.

PG&E has determined that the proposed sale of the Project to the Buyer will not interfere with PG&E's operations or PG&E's ability to provide safe and reliable utility service to its customers.

IV. ACCOUNTING AND PROPOSED RATEMAKING

A. Original Cost, Book Value, and Transfer Payment & Tax Effect

The total historical cost (Original Cost) of the Project as of December 31, 2025, is approximately $8.87 million. None of the total historical costs are associated with Construction Work in Progress (CWIP). The historical cost less allocated reserve (accumulated depreciation) of $7.71 million results in a Project Net Book Value (NBV) of approximately $1.16 million. The transfer payment from PG&E to the Buyer will be $19.26 million.

The pre-tax loss-on-sale is estimated to be $22.29 million. A table showing sales price, expenses, tax effects, and the resulting gain/loss calculation is provided as Attachment C.[2/] The amounts cited and shown in this application are estimated values based on recorded amounts as of December 31, 2025. The actual amounts will be based on the book values as of the close date.

B. Request for Offers Process

PG&E conducted a public Request for Offers auction process to obtain the best possible price and terms. The RFO process is described in detail in Chapter 2 of the testimony accompanying this application. PG&E is selling the Project in an "as-is" condition, and per the terms of the PSA, will make improvements related to how the Project interconnects to the grid to ensure it is safely separated from PG&E's system. The Buyer has been provided with the opportunity to inspect the Project assets and conduct appropriate due diligence. Due to the pause during the negotiations, PG&E had Bodington and Company perform a market assessment on the assets being transferred to better understand how any changes in condition of the assets during the pause would affect the market price. A copy of the market assessment is included herein as a workpaper to Chapter 2.

C. Ratemaking and Gain (Loss) on Sale Decision

PG&E proposes the following ratemaking for the sale transaction:

- Plant will be reduced by the historical cost of the assets when the sale closes. The Transfer Payment including estimated Transaction Closing costs and Improvement costs less NBV before the retirement, which constitute the pre-tax loss on the sale (approximately $22.29 million) will be recorded as a debit, or an increase, to the Portfolio Allocation Balancing Account (PABA). The authorized General Rate Case (GRC) revenue requirement for Utility Owned Generation

2/ This information is provided in a format previously agreed-to by The Public Advocates Office of the Commission in Application No. 95-08-035, Joint Motion of All Parties For Adoption Of Settlement And For Waiver Of Noticed Settlement Conference And Comment Period Requirements.

(UOG) resources is included in the Power Charge Indifference Adjustment (PCIA) and recovered from bundled and non-exempt departing load customers through the PCIA, as affirmed by the PCIA Order Instituting Rulemaking D.18-10-019.[3/]

- Upon the close of the sale, PG&E proposes to adjust the GRC revenue requirement associated with the sale and retirement of the Project by recording a reduction, or a credit entry, in the PABA. The base revenue reduction in PABA will be applied to the months remaining in the respective GRC periods at the close of the sale.

PG&E requests that the accounting loss from the sale of the Project be recovered in accordance with Ordering Paragraphs 4 and 9 of the Commission's Gain on Sale of Utility Assets decision, D.06-05-041, as modified by D.06-12-043. Specifically, Ordering Paragraph 9 of D.06-05-041 allows utilities to seek allocation of an after-tax loss of $50 million or less pursuant to the "percentage allocation rule" (100% of depreciable assets to customers, 67% of non-depreciable assets to customers, and 33% of non-depreciable assets to shareholders). PG&E requests that the estimated pre-tax loss from this transaction of $22.29 million be treated consistently with these decisions.

PG&E's Project-related water rights are for generation only (i.e., there are no consumptive water rights) and can only be used for operation of the 4.8 MW powerhouse. Therefore, the water rights value is properly included in the energy value calculation, as explained in the testimony supporting this application.[4/]

Lastly, PG&E proposes that the updated calculation of the loss-on-sale and tax information be provided to the Commission in a Tier 1 advice letter submittal following closing.

3/ D.18-10-019, Conclusion of Law 12.

4/ In Resolution E-4978, the Commission requested that PG&E provide information on how to account for the sale of the water rights and how the water rights have been incorporated into PG&E's calculations and allocation of losses in the sale of the Narrows Hydroelectric Project.

Such a process is consistent with procedures that have been followed in other instances such as the Merced Falls Hydroelectric Project Sale approved in D.16-10-026, Narrows Hydroelectric Project Sale approved in D.19-10-010, Deer Creek Hydroelectric Project Sale approved in D.19-10-011, Chili Bar sale approved in D.20-11-024, Kern Canyon sale approved in D.20-09-027, and Tule River Hydroelectric Project sale approved in D.22-11-002. In accordance with these decisions, PG&E requests that the Commission approve the process discussed above for calculating and allocating the loss on the sale in its decision in this application and determine the specific amounts to be so allocated upon review of a compliance advice letter to be filed by PG&E within 60 days following the closing.

Chapter 3 of the testimony submitted with this application further discusses the proposed ratemaking.

V. TRANSFER OF CONSERVATION EASEMENT

In accordance with the Land Conservation Commitment, part of the 2003 Bankruptcy Settlement approved in Decision (D.) 03-12-035, the Commission approved PG&E's grant of a perpetual Conservation Easement to the Feather River Land Trust (FRLT) on May 1, 2018. The Conservation Easement was subsequently recorded in the Official Records of Plumas County, California on August 16, 2018, as Document Number 2018-0004255 and Lassen County, California on August 17, 2018, as Document Number 2018-03236. The Conservation Easement, which ensures the permanent protection of the Beneficial Public Values, Informal Uses of, and Public Access to the Property, is addressed in the PSA, including a full description and acknowledgement of the requirements in Section 2.5. Although the Conservation Easement runs with the title of the property and binds all future owners, PG&E, Buyer, and SRT will enter into a Conservation Easement Assignment and Assumption Agreement as part of this transaction to ensure full transparency, acknowledgement, and commitment to comply with the terms of the Conservation Easement. The Conservation Easement Assignment and Assumption is included as Exhibit I to the PSA.

VI. CEQA COMPLIANCE – NOTICE OF EXEMPTION

The California Environmental Quality Act (CEQA) requires any California government agency approving a discretionary project to consider the environmental impacts of its decisions (Cal. Pub. Res. Code, §21080). A "project," for purposes of CEQA, is an activity that "may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment" and either (a) is directly undertaken by any public agency, (b) is supported by contracts, grants, subsidies, loans, or other forms of assistance from a public agency, or (c) involves the issuance of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies (Cal. Pub. Res. Code, §21065). Accordingly, the Commission may be required to consider the environmental consequences of projects that are subject to the Commission's discretionary approval.

Certain approvals are exempt from CEQA review, including "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." (Guidelines for Implementation of the California Environmental Quality Act, Cal. Code Regs., tit. 14, §§ 15000, et seq ("CEQA Guidelines"); § 15301). CEQA Guidelines Section 15301 lists as an example "[e]xisting facilities of both investor and publicly owned utilities used to provide electric power . . ." (Id. at § 15301(b)).

The Buyer is purchasing existing hydroelectric facilities and plans to operate the Project consistent with former operations. In order to return the Project to service, the Buyer will need to make repairs to the generation facilities within the Hamilton Branch Powerhouse as well as the water storage and conveyance facilities. PG&E is aware of no sensitive species or other environmental issues that would trigger an exception to the exemption. Thus, PG&E believes that the Project would be categorically exempt under Section 15301(b) of the CEQA Guidelines.

It would be premature for the Commission to conduct further CEQA review on repair work at this time without knowing the details of the planned work, and when future approvals are required.[5/]

The CPUC has previously found a Section 851 application involving future utility infrastructure repair work categorically exempt from CEQA. In 2020, PG&E submitted a Section 851 application seeking approval to sell the Kern Canyon Hydroelectric Project,[6/] which included future repair to restore the diversion dam that had been damaged in a winter storm. The Commission found in D.20-09-027 that the sale of the Kern Canyon Project was categorically exempt from CEQA under Section 15301, because "Buyer asserts an intent to repair the Kern Canyon Hydroelectric Project and resume prior operations without modification. Therefore, we find the sale exempt from CEQA as proposed in this application. In the event Buyer resolves to modify the operations of the Kern Canyon Hydroelectric Project, Buyer will be responsible for obtaining any necessary CEQA approval from the lead CEQA agency."[7/] This application, like the Kern Canyon application, will result in repairs to existing hydroelectrical infrastructure with no expansion of the former use and this application thus merits a similar finding of categorical exemption.

VII. TRIBAL LANDS POLICY

On December 5, 2019, the Commission adopted a policy titled, "Investor-Owned Utility (IOU) Real Property – Land Disposition – First Right of Refusal for Disposition of Real Property Within the Ancestral Territories of California Native American Tribes" (Policy). The Policy "creates an expectation that, for any future disposition of Real Property, the IOU will offer tribes a right of first refusal before putting the property on the market." The Policy does not provide

5/ *See. e.g.,* Friends of the Sierra Railroad v. Tuolumne Park and Recreation District (2007) 147 Cal.App.4th 643, 657.

6/ Application (A.) 20-02-005.

7/ D.20-09-027, p. 8.

requirements for such sales of operational properties.[8/] Nonetheless, PG&E is committed to supporting the Commission's objectives related to the Policy, including the continued protection of cultural resources and providing meaningful consideration of tribal interests as part of Commission proceedings.

In compliance with the Policy, PG&E has taken proactive steps to ensure meaningful tribal engagement throughout the project transfer process. Although the lands being proposed for transfer are directly associated with the operation of the Project and a right of first offer was not extended, PG&E informed all tribes identified by the Native American Heritage Commission (NAHC) as having ancestral ties to the project's geographic area. Notice letters were sent in October 2024, providing details about the sale and the upcoming Section 851 application. PG&E also responded to tribal requests for additional information and directed inquiries about the Policy to the CPUC. PG&E sent out follow-up notifications in February of 2026 ahead of the filing of this application. See Attachment D for the list of tribes who were provided with the notice. Copies of the notices are provided in Attachment E.

VIII. COMPLIANCE WITH THE COMMISSION'S RULES OF PRACTICE AND PROCEDURE

PG&E provides the following information in compliance with the Commission's Rules of Practice and Procedure.

A. Categorization, Hearings, and Issues to be Considered (Rule 2.1(c) and Rule 7.1)

1. Proposed Category

PG&E proposes that this application be categorized as a "ratesetting" proceeding.

8/ The Project comprises seven separate legal parcels totaling approximately 6,799.3 acres. The parcels being transferred are directly associated with the operations of the Hamilton Branch Hydro Electric Project and includes the following facilities: the Hamilton Branch Powerhouse, the Mountain Meadows Reservoir, and the associated water diversion and conveyance system-; the Policy does not provide requirements for such sales of operational properties.

2. Evidentiary Hearing

PG&E submits that hearings are unnecessary to address this application, as PG&E's proposals here, including the attachments and supporting testimony, constitute a sufficient record for the Commission to rule on PG&E's proposals. PG&E proposes a procedural schedule in Section 5 below.

3. Issues to be Considered

PG&E proposes the following list of issues to be considered in this proceeding:

- Whether PG&E's proposed sale of the Project should be approved;
- Whether PG&E's proposed ratemaking treatment should be approved; and
- Whether the Project is exempt from the requirements of CEQA.

4. Relevant Safety Considerations

In D.16-01-017, the Commission adopted an amendment to Rule 2.1(c) requiring utilities' applications to clearly state the relevant safety considerations. The Commission has previously explained that the "[s]afe and reliable provision to utilities at predictable rates promotes public safety." (D.14-12-053, pp. 12-13.)

PG&E has considered safety in connection with this Application and does not expect there to be implications for safety, as Buyer plans to operate the Project consistent with PG&E's previous operation of the Project and in full compliance with all requirements and existing permits. Buyer has significant experience designing, rehabilitating and operating hydroelectric assets such as those covered in this application. As required in the standard interconnection agreement, the interconnection customer shall maintain the generation facility and their interconnection facilities in a safe and reliable manner.

5. Proposed Schedule

PG&E proposes the following procedural schedule:

Activity	Date
Application Filed	February 27, 2026
Responses/Protests	March 30, 2026
Reply to Responses/Protests (if needed)	April 9, 2026
Prehearing Conference	April 24, 2026
Scoping Memo	May 11, 2026
Proposed Decision	June 10, 2026
Commission Decision	July 10, 2026

B. Legal Name and Location of Applicant Information (Rules 2.1(a), 2.1(b), and 3.6(a))

Since October 10, 1905, PG&E has been an operating public utility corporation, organized under the laws of the State of California. PG&E is engaged principally in the business of furnishing gas and electric service in California. PG&E's principal place of business is 300 Lakeside Drive, Oakland, California 94612.

Correspondence and service to PG&E for this Application should be addressed to:

Jessica Basilio
Law Department
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Telephone: (510) 277-5288
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Judy Tom
Regulatory Proceedings and Rates
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612
Telephone: (650) 272-4036
Email: judy.tom@pge.com

Correspondence and service to Hamilton Branch Hydro for this Application should be addressed to:

Hamilton Branch Hydro, LLC
Attention: Wayne Rogers
191 Main Street
Annapolis, MD 21401
Telephone: (410) 268-8820
Email: wrogers@synergics.com

C. Articles of Incorporation (Rule 2.2)

A certified copy of PG&E's Amended and Restated Articles of Incorporation, effective June 22, 2020, was filed with the Commission on July 1, 2020, with PG&E's Application 20-07-002. These articles are incorporated herein by reference.

D. Balance Sheet and Income Statement (Rule 3.2(a)(1))

Attachment F of this Application presents PG&E's latest available balance sheet and income statement.

E. Most Recent Proxy Statement (Rule 3.2 (a)(8))

PG&E's most recent proxy statement was filed with the Commission on May 15, 2025, in Application 25-05-009. This proxy statement is incorporated herein by reference.

F. Description of the Property Involved in the Agreement, Including Book Cost and Original Cost (Rule 3.6(b))

The Project includes approximately 6,800 acres of land owned in fee by PG&E and related non-consumptive water rights and consists of Indian Ole Dam on the Mountain Meadows Reservoir, a diversion dam in the Feather River below the Dam, 3.3 miles of canal with two

additional diversions, a two-unit 4.8 MW powerhouse with tailwater to Lake Almanor which interconnects to PG&E's regional 12 KV and 60 KV systems.

A complete description of the Project assets is found in the PSA in Schedules 2.1(a) and 2.1(b). There are no assets excluded from this sale as described in the PSA in Schedule 2.2. The NBV is approximately $1.16 million, and the Original Cost is $8.87 million as of December 31, 2025.

G. Detailed Reasons upon the Part of Each Applicant for Entering into the Proposed Transaction, and all Facts Warranting the Same (Rule 3.6(c))

The reasons why PG&E is selling the Project are discussed above and include: (1) it is not cost-effective for PG&E's customers for PG&E to continue to own and operate the Project, (2) significant investment that would be required to repair and refurbish the Project, and (3) if returned to service it would not be a flexible generation resource due to lack of water storage capability and seasonal dependence on water availability. Removal of the Project from PG&E's UOG portfolio is a portfolio optimization and cost reduction activity. Reasons why Buyer is purchasing the Project include: (1) Buyer has indicated to PG&E that the sale will enable Buyer to expand their business into California; and (2) Due to its experience with designing, rehabilitating and operating other small hydroelectric generating facilities, Hamilton Branch Hydro is expected to efficiently rehabilitate and operate the Project as well as comply with compliance requirements.

H. Transfer Payment and The Terms for Payment (Rule 3.6(d))

PG&E and Buyer negotiated a Transfer Payment of $19.26 million from PG&E to the Buyer for the Project. CPUC approval of the proposed sale pursuant to Section 851 and GO 173 is a condition of closing under the PSA. PG&E will maintain the Project until regulatory approvals are complete and the transaction closes. The Request for Offers process is described in detail in Chapter 2 of the testimony accompanying this application. A market assessment of the Project's market value is included as a workpaper to Chapter 2.

I. Purchase and Sale Agreement (Rule 3.6(f))

Pursuant to Rule 3.6(f), a copy of the PSA is appended hereto as Attachment A. The document conveying interests in land from PG&E to Buyer is attached to the PSA as Exhibit C.

IX. SERVICE

A copy of this Application and its supporting testimony has been served on the service list for PG&E's 2027 General Rate Case Phase I (A.25-05-009) via a Notice of Availability ("NOA"). PG&E's supporting workpapers will be available soon after the Application is filed. Additionally, the Commission has directed PG&E to serve "any future Public Utilities Code Section 851 applications regarding land and/or hydroelectric facilities on local jurisdictions, such as cities, counties, special use districts, and federal and state resource agencies."[9/] In compliance with this order, PG&E is serving an NOA to this application on the following entities:

— Lassen County

— Plumas County

— Feather River Land Trust

— California Public Utilities Commission, Public Advocates Office

— California Public Utilities Commission, Energy Division

— California Independent System Operator

— California Division of Safety of Dams

— California Department of Fish and Wildlife

— California Natural Resources Agency

— California Environmental Protection Agency

— United States Environmental Protection Agency

— United States Department of the Interior

— United States Department of Agriculture - Forest Service

As stated in Section VII of this Application, PG&E is serving this Application to the

9/ D.99-04-015 at Ordering Paragraph 8, 1999 Cal. PUC LEXIS 238, 23-24; D.99-04-022 at Ordering Paragraph 7, 1999 Cal. PUC LEXIS 154, 27.

Native American Tribes identified by the Native American Heritage Commission as being registered to receive information about Projects in this geographic region. These Tribes are listed on Attachment D of this Application.

X. ATTACHMENTS

In addition to the testimony and workpapers supporting this Application, PG&E has included the following attachments:

A. Purchase and Sale Agreement, Exhibits and Schedules

B. Map of Project Area

C. Table Showing Transfer Payment, Expenses and Tax Effects

D. List of Tribes from NAHC

E. Notice Letter to Tribes on October 31, 2024 and Additional Notice Letter to Tribes on February 2, 2026

F. Balance Sheet and Income Statement

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XI. CONCLUSION

Pacific Gas and Electric Company respectfully requests the Commission to issue an order:

1. Authorizing PG&E to sell to Buyer the Project and associated assets in accordance with the terms and conditions of the Purchase and Sale Agreement;
2. Approving the ratemaking treatment requested by PG&E;
3. Determining that the Project is exempt from the requirements of CEQA;
4. Granting such other and further relief as the Commission deems proper.

Respectfully Submitted,

By: */s/ Jessica Basilio*
JESSICA BASILIO

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Attorney for
PACIFIC GAS AND ELECTRIC COMPANY

Dated: February 27, 2026

Hamilton Branch Hydro LLC supports and signs this Application as Buyer under the Purchase and Sale Agreement, pursuant to Rule 3.6 of the Commission's Rules of Practice and Procedure:

By: _____
WAYNE ROGERS

Hamilton Branch Hydro, LLC
Attention: Wayne Rogers
191 Main Street
Annapolis, MD 21401
Telephone: (410) 268 - 8820
Email: wrogers@synergics.com

Dated: February 16, 2026

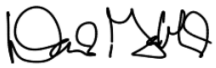
VERIFICATION

I, the undersigned, say:

I am an officer of Pacific Gas and Electric Company, a corporation, and am authorized to make this verification on its behalf. The statements in the foregoing document are true of my own knowledge, except as to matters which are therein stated on information or belief, and as to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 19, 2026, at Auburn, California.



DAVE GABBARD
VICE PRESIDENT, POWER GENERATION

ATTACHMENT A

Execution Version

HAMILTON BRANCH PROJECT ASSET PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

PACIFIC GAS AND ELECTRIC COMPANY, AS SELLER

AND

HAMILTON BRANCH HYDRO, LLC, AS PURCHASER

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HAMILTON BRANCH PROJECT ASSET PURCHASE AND SALE AGREEMENT

This HAMILTON BRANCH PROJECT ASSET PURCHASE AND SALE AGREEMENT ("Agreement") is made as of January 1, 2026 ("Execution Date") by and between Pacific Gas and Electric Company, a California corporation ("PG&E"), and Hamilton Branch Hydro, LLC, a Maryland Limited Liability Company ("Purchaser"). PG&E and Purchaser are referred to herein sometimes individually as a "Party" and collectively as the "Parties".

RECITALS

A. PG&E owns the Project (which is defined in Article I below) and certain assets associated with the Project.

B. PG&E desires to sell and transfer to Purchaser, and Purchaser desires to purchase and acquire from PG&E, the Assets (which are defined in Article II below) as set forth in this Agreement.

C. PG&E and Purchaser are entering into this Agreement to evidence their respective duties, obligations and responsibilities with respect to the Acquisition (as defined in Article I below).

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants and agreements contained in this Agreement, intending to be legally bound, PG&E and Purchaser agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Defined Terms. The following terms when used in this Agreement (or in the Schedules and Exhibits attached to this Agreement) with initial letters capitalized have the meanings set forth below:

"Acquisition" means the sale by PG&E and purchase by Purchaser of the Assets and related transactions contemplated in this Agreement.

"Affiliate" of a Person means any other Person that (a) directly or indirectly controls the specified Person; (b) is controlled by or is under direct or indirect common control with the specified Person; or (c) is an officer, director, employee, representative, agent or subsidiary of the Person. For the purposes of this definition, "control", when used with respect to any specified Person, means (i) the power to direct the management or policies of the specified Person, directly or indirectly, whether through the ownership of voting securities, partnership or limited liability company interests, by contract or otherwise; or (ii) the direct or indirect ownership of fifty percent (50%) or more of the voting securities or interests of that Person.

"Agreement" means this Hamilton Branch Project Asset Sale and Purchase Agreement, together with the Exhibits and Schedules attached hereto.

"Article" means a numbered article of this Agreement. An Article includes all of the numbered sections of this Agreement that begin with the same number as that Article.

"Assets" means those assets identified in Section 2.1 (Sale and Purchase).

"Assignment and Assumption Agreement" means the assignment and assumption agreement described in Section 7.2(a)(ii) and attached as Exhibit B, to be executed by the Parties at the Closing.

"Assumed Contracts" means those contracts more particularly described in Schedule 2.1(g).

"Assignment and Assumption of Lease and Occupancy Agreement" means the assignment and assumption agreement of lease and occupancy agreement described in Section 7.2(a)(xii) and attached as Exhibit E, to be executed by the Parties at Closing.

"Assumed Liabilities" means any and all obligations and liabilities of PG&E or any Affiliate of PG&E of any kind or nature whatsoever that are related to, arising from or associated with any of the Assets, regardless of when any such obligation or liability arose or was incurred, excepting therefrom only those obligations and liabilities that are Retained Liabilities or that arise pursuant to Section 11.2 (Indemnification by PG&E).

"Authorized Representative" means any Person authorized to act on behalf of a Party with respect to the proceedings described in Section 12.9 (Dispute Resolution), as so designated by a Party in a written notice to the other Party made in accordance with Section 12.9. Each Party may change its designation of an "Authorized Representative" from time to time by providing notice thereof as described in this definition.

"Bill of Sale" means the bill of sale described in Section 7.2(a)(i) and attached hereto as Exhibit A, to be executed by the Parties at the Closing.

"BK Governing Documents" has the meaning set forth in Section 2.5(a)(iii).

"Business Day" means a day other than a Saturday, Sunday or a day on which banks are legally closed for business in the State of California.

"CAISO" means the California Independent System Operator Corporation or its regulatory successor, as applicable.

"CEQA" means the California Environmental Quality Act (California Public Resources Code §§ 21000 et seq.).

"Catastrophic Failure" means either (a) an event of natural causes that occurs prior to the Closing and that renders the Project completely inoperable, or (b) the Project becomes substantially inoperable due to the failure of a major component of the Powerhouse prior to the Closing that is fundamental to the operation of such Powerhouse. The Parties acknowledge that the Project is currently not operating. For purposes of this Agreement, Catastrophic Failure shall

include further damage to the Project that would render the Project completely inoperable, such as destruction of the dams, diversions, the penstock or other integral structures.

"CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.).

"Closing" has the meaning set forth in Section 7.1.

"Closing Date" has the meaning set forth in Section 7.1.

"Code" means the Internal Revenue Code of 1986 (26 U.S.C. §§ 1 et seq.).

"Commercially Reasonable Efforts" means efforts which are reasonably within the contemplation of the Parties at the time of executing this Agreement and which do not require the performing Party to expend any funds other than expenditures which are customary and reasonable in transactions of the kind and nature contemplated by this Agreement in order for the performing Party to satisfy its obligations hereunder.

"Confidential Information" means information or data that the Disclosing Party considers to be a trade secret or competitively sensitive and may include written, verbal or visual information. In order to be considered Confidential Information, written information has to be identified at the time of the disclosure with an appropriate legend, marking, stamp or positive written identification on the face thereof as Confidential Information. In order to be considered Confidential Information, verbal or visual information has to be so identified at the time of the verbal or visual disclosure and the Disclosing Party shall notify the receiving Party in writing within thirty (30) calendar days of the disclosure and specifically identify the Confidential Information previously disclosed. Magnetic tape, computer software or any other similar type of machine readable format shall be considered as a verbal disclosure and shall only be considered Confidential Information to the extent the Disclosing Party complies with the requirements for verbal disclosures set forth above, including the thirty (30) calendar day notification requirement. Confidential Information does not include information or data that:

(a) was in the public domain at the time of the disclosure or subsequently is made available to the general public without restriction and without breach of this Agreement by the receiving Party;

(b) was known by the receiving Party at the time of the disclosure without restrictions on its use or independently was developed by the receiving Party, as shown by adequate documentation;

(c) is disclosed to the receiving Party by a third Person without restriction and without breach of any agreement or other duty to keep the information or data confidential;

(d) is used or disclosed as required by applicable law, including without limitation the California Public Records Act, the Ralph M. Brown Act, or a court order, subpoena or other lawful order of a court or government authority of competent jurisdiction; or,

(e) is requested by any governmental or quasi-governmental authority (including, but not limited to, the California Public Utilities Commission) with authority over the approval of this and related agreements to this Acquisition.

"Confidentiality Agreement" means that certain Confidentiality Agreement between PG&E and Synergics Energy Services, LLC, parent company of the Purchaser, dated as of May 5, 2021.

"Conservation Easement" means the Deed of Conservation Easement and Agreement dated August 14, 2018, between PG&E and Land Trust, as recorded in the Official Records of Lassen County, California on August 17, 2018 as Document Number 2018-03236 and as recorded in the Official Records of Plumas County, California on August 16, 2018 as Document Number 2018-0004255.

"Conservation Easement Assignment and Assumption Agreement" means that certain Assignment and Assumption Agreement by and among PG&E, Purchaser and Land Trust in the form attached hereto as Exhibit I, with such additional revisions as may be mutually acceptable to the Parties.

"Consent" means any consent, approval or authorization of any Person.

"CPUC" means the California Public Utilities Commission or its regulatory successor, as applicable.

"CPUC Application" means PG&E's application seeking an order from the CPUC in connection with this Agreement and the Acquisition contemplated herein.

"CPUC Approval" means a final and non-appealable order or orders of the CPUC that grants in their entirety and without conditions, restrictions or modifications all approvals PG&E has requested in the CPUC Application, including without limitation (a) authorization for PG&E to sell the Assets to Purchaser in accordance with the terms and conditions of this Agreement, (b) approval of all related ratemaking treatment requested by PG&E.

"CPUC Approval Notice Date" has the meaning set forth in Section 10.1 (CPUC Approval).

"CPUC Filing Date" means the date that PG&E files the CPUC Application with the CPUC.

"CPUC Preliminary Notice" has the meaning set forth in Section 10.1 (CPUC Approval).

"Damages" has the meaning set forth in Section 11.2(a) (Purchaser Claims).

"Deed" means the deed for the Fee Parcel described in Section 7.2(a)(iii) and attached hereto as Exhibit C.

"Direct Claim" means any claim by an Indemnitee on account of an Indemnifiable Loss that does not result from a Third Party Claim.

"Disclosing Party" has the meaning set forth in Section 10.2(a) (Confidentiality).

"Disclosure Order" has the meaning set forth in Section 10.2(b) (Confidentiality).

"Due Diligence Materials" has the meaning set forth in Section 10.5 (Disclaimer of Other PG&E Representations and Warranties).

"Easements" means all of those easements in which PG&E has an interest and that are related to the Project and the operation, maintenance, access, and transmission associated therewith including those set forth in Exhibit D.

"Election to Terminate" has the meaning set forth in Section 3.6 (Catastrophic Failure).

"Environmental Laws" means any Governmental Rules relating to or imposing liability or standards of conduct with respect to the protection of human health, safety or the environment (including ambient air, soil, surface water, groundwater, wetlands, land or subsurface strata), including Governmental Rules relating to (a) emissions, discharges, releases or threatened releases of Hazardous Substances into the environment; (b) manufacture, generation, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances; and (c) exposure to Hazardous Substances or conditions, including CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. §§ 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251, et seq.), the Clean Air Act (42 U.S.C. §§ 7401, et seq.), the Toxic Substances Control Act (15 U.S.C. §§ 2601, et seq.), the Oil Pollution Act (33 U.S.C. §§ 2701 et seq.), the Occupational Safety and Health Act (29 U.S.C. §§ 651, et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §§ 11001, et seq.), the Endangered Species Act (16 U.S.C. §§ 1531, et seq.), the Porter-Cologne Water Quality Control Act (Cal. Water Code §§ 13000, et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code §§ 25249.5, et seq.), the Hazardous Substance Account Act (Cal. Health & Safety Code §§ 25300, et seq.), the Hazardous Waste Control Act (Cal. Health & Safety Code §§ 25100, et seq.), the California Clean Air Act (Cal. Health & Safety Code §§ 39000, et seq.), the California Endangered Species Act (Cal. Fish & Game Code §§ 2050, et seq.) and the California Native Plant Protection Act (Cal. Fish & Game Code §§ 1900, et seq.).

"Escrow" has the meaning set forth in Section 7.1 (Open Escrow; Closing).

"Escrow Fees" has the meaning set forth in Section 7.4(b) (Sales Taxes Transfer Taxes, and Escrow Fees).

"Escrow Instructions" has the meaning set forth in Section 7.1 (Open Escrow; Closing).

"Excluded Assets" has the meaning set forth in Section 2.2 (Excluded Assets).

"Executive(s)" has the meaning set forth in Section 12.9(b)(i) (Dispute Resolution).

"Execution Date" has the meaning set forth in the introductory paragraph of this Agreement.

"Exhibit" means a designated exhibit attached to this Agreement.

"Fee Parcel" means that certain parcel of real property on which the Project is located and that PG&E owns in fee, as described in Schedule 2.1(c).

"Governing Documents" means the applicable documents under which the specified Person is organized and existing, including, in the case of PG&E its articles of incorporation and bylaws, and in the case of Purchaser its Articles of Organization and Operating Agreement.

"Governmental Approvals" means all consents and approvals of Governmental Authorities, other than Permits and CPUC Approval, necessary under applicable Governmental Rules for the consummation of the transactions contemplated by this Agreement.

"Governmental Authority" means, with the exclusion of Purchaser, any federal, state, local or other governmental, regulatory or administrative agency, governmental commission, department, board, subdivision, court, tribunal, or other governmental arbitrator, arbitral body or other authority, in each case having legal jurisdiction over the matter or Person in question or over any of the Assets.

"Governmental Approvals, Permits and Consents" means the certain Governmental Approvals, Permits and Consents identified in Schedule 2.1(d).

"Governmental Rules" means any applicable laws (including common law), Permits, statutes, treaties, rules, regulations, ordinances, codes, judgments, enactments, decrees, injunctions, writs and orders, decisions, directives and agreements, authorizations or other restrictions of or enacted by any Governmental Authority, or any binding interpretation or administration of any of the foregoing.

"Hazardous Substance" means, collectively, (a) any chemical, material or substance that is listed or regulated under applicable Governmental Rules as a "hazardous" or "toxic" substance or waste, or as a "contaminant" or "pollutant" or words of similar import, (b) any petroleum or petroleum products, flammable materials, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain polychlorinated biphenyls ("PCBs"), and (c) any other chemical or other material or substance, exposure to which is prohibited, limited or regulated by any Governmental Rules.

"In-Progress Work" has the meaning set forth in Section 10.8(b) (In-Progress Work).

"Indemnifiable Loss" means any Damages, and any claims, demands or suits (by any Person), including the costs and expenses of any and all actions, suits, proceedings, demands, assessments, judgments, settlements and compromises relating thereto and including reasonable attorneys' fees and expenses in connection therewith.

"Indemnitee" has the meaning set forth in Section 11.6 (Notice of Claim).

"Indemnitor" has the meaning set forth in Section 11.6 (Notice of Claim).

"Initial Negotiation End Date" has the meaning set forth in Section 12.9(b)(i) (Dispute Resolution).

"Knowledge" means, with respect to each Party, the actual, current knowledge after reasonable inquiry of the Persons listed in Schedule 1.1 for each Party of any fact, circumstance or condition irrespective of the group and title set forth in Schedule 1.1. For purposes of this definition, "reasonable inquiry" includes consultation with those consultants to and employees of each Party and its Affiliates who the Persons set forth in Schedule 1.1 reasonably believe are likely to have any material knowledge of the matter which is the subject of the fact, circumstance or condition in question.

"Land Conservation Commitment" has the meaning set forth in Section 2.5(a)(iii).

"Land Trust" means Feather River Land Trust, a California nonprofit corporation.

"LCP" has the meaning set forth in Section 2.5(a)(iv).

"Leases" means the leases described in Schedule 2.1(h).

"Liens" means (a) with respect to real property, liens, charges, pledges, options, mortgages, deeds of trust, security interests, claims, easements, and other encumbrances affecting title to real property, and (b) with respect to personal property, liens, charges, pledges, options and security interests; in the case of (a) or (b), whether imposed by law, agreement, understanding, or otherwise.

"Maintenance Agreement" has the meaning set forth in Section 10.8(a) (Election for Maintenance Agreement).

"Manager" has the meaning set forth in Section 12.9(b)(i) (Dispute Resolution).

"Material Adverse Change" means any change or effect that materially impairs, or is reasonably likely to materially impair, the use of the Assets as a hydroelectric generating facility.

"Natural Hazards Expert" means the company retained by PG&E to conduct disclosure searches for natural hazards, and known as JCP-LGS Hazard.

"Natural Hazards Report" means the Natural Hazards Disclosure Report No. 3030800, dated April 13, 2022, prepared by the Natural Hazards Expert.

"Notice of Claim" has the meaning set forth in Section 11.6 (Notice of Claim).

"Party" and "Parties" have the meanings set forth in the introductory paragraph of this Agreement.

"Permits" means any license, approval, waiver, exemption, variance, franchise, permit, authorization, consent, ruling, certification, or similar order of or from, or filing or registration with, or notice to, any Governmental Authority having jurisdiction over any of the Assets.

"Permitted Encumbrances" means (a) the Deed, (b) the Conservation Easement, along with the Conservation Easement Assignment and Assumption Agreement, (c) Liens for Taxes and other governmental charges and assessments which are not yet delinquent, (d) statutory Liens (including mechanics' and materialmen's liens and other like Liens and inchoate liens incurred in connection with worker's compensation, unemployment insurance, and social security laws) arising in the ordinary course of business securing payments not yet delinquent (or any such Lien for a delinquent payment that has been waived in writing by the holder thereof or any such Lien for a delinquent payment for which PG&E has obtained a waiver, bond or other security in accordance with Governmental Rules to fully protect the Assets from any and all claims that may be made on account of any such Lien), (e) Liens, encumbrances or title imperfections with respect to any of the Assets created by or resulting from the acts or omissions of Purchaser, (f) any existing zoning, entitlement, conservation restriction and other land use and environmental regulations of any Governmental Authority and any conditions, obligations and liabilities arising under any Permit, (g) any imperfection of title that does not and could not individually or in the aggregate with other such Liens detract from the value, usefulness or productivity of the Assets or interfere with the operation of the Project, and (h) all Liens and all exceptions set forth in the Preliminary Title Report not otherwise addressed in (a) through (g) of this definition and accepted in writing by Purchaser.

"Person" means an individual, partnership, joint venture, corporation, limited liability company, trust, association or unincorporated organization, district, or any Governmental Authority.

"PG&E Remediation Period" means that time period which commences as of the Closing Date and concludes as of the first date following the third (3rd) anniversary of the Closing Date.

"Post-Closing Interconnection Facilities" means any facilities that PG&E determines are necessary to support interconnection and Purchaser's operation of the Project following the Closing Date as outlined in the Small Generator Interconnection Agreement attached hereto as Exhibit H, with the exception of any communications facilities or related infrastructure that may be necessary for such interconnection or operation of the Project following the Closing Date.

"Post-Closing Interconnection Upgrade Notice" has the meaning set forth in Section 10.8(c)(iv).

"Post-Closing Project Operating Requirements" means the operating rules or requirements that PG&E determines are applicable to the Purchaser's operation of the Project as identified in that notice delivered by PG&E to Purchaser pursuant to Section 3.1(h).

"Powerhouse" means the powerhouse described in Schedule 2.1(a).

"Powerhouse and Tailrace Easement" means the powerhouse and tailrace easement described in Exhibit F and Section 7.2(a), to be executed by the Parties at the Closing.

"Pre-Closing Environmental Condition" means a release or discharge of a Hazardous Substance prior to the Closing Date at the Fee Parcel in violation of Environmental Laws at the time of such release or discharge.

"Pre-Closing Interconnection Facilities" means those facilities that PG&E determines are necessary to support interconnection and Purchaser's operation of the Project as of the Closing Date which are identified in the Small Generator Interconnection Agreement, with the exception of any communications facilities or related infrastructure that may be necessary for such interconnection or operation of the Project as of the Closing Date.

"Preliminary Title Report" means that certain Preliminary Title Report dated as of April 30, 2025 issued by Placer Title Company and attached hereto as Exhibit G, as will be updated pursuant to Section 3.7(b).

"Prepaid Assumed Liabilities" has the meaning set forth in Section 2.3(c) (Reimbursement for Any Prepaid Assumed Liabilities).

"Project" means the Powerhouse and related facilities described in Schedule 2.1(a).

"Project Records" means those records in PG&E's possession relating to the design, engineering, operation and maintenance of the Project that are identified in Schedule 2.1(f).

"Prudent Utility Practices" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in the State of California during the relevant time period, or any of the practices, methods or acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety, expedition and compliance with Governmental Rules. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of reasonable and prudent practices, methods, actions, standards and procedures.

"Purchaser Claims" has the meaning set forth in Section 11.2(a) (Purchaser Claims).

"Purchaser Group" has the meaning set forth in Section 11.2(a) (Purchaser Claims).

"Referral Date" has the meaning set forth in Section 12.9(b)(i) (Dispute Resolution).

"Regulatory Disclosure" has the meaning set forth in Section 10.2(b) (Confidentiality).

"Remediation" means any or all of the following activities to the extent they relate to or arise from the presence of Hazardous Substances in soil or groundwater, or both, at the Fee Parcel: (a) performing any activities that are remedial or removal actions under CERCLA, or that result in response costs as defined under CERCLA, including monitoring, investigation, cleanup, containment, remediation, removal, mitigation, response or restoration work; (b) obtaining any Governmental Approvals, Permits or Consents necessary to conduct any such work; (c) preparing and implementing any plans or studies for such work; (d) obtaining a written notice from all applicable Governmental Authorities with jurisdiction over the Fee Parcel under Environmental Laws that no material additional work is required by such Governmental Authority; and (e) any other activities reasonably determined by PG&E to be required under Environmental Laws to address the presence of Hazardous Substances at the Fee Parcel.

"Restoration Work" has the meaning set forth in Section 3.6 (Catastrophic Failure).

"Retained Liabilities" means those payment and performance obligations for Remediation of any Pre-Closing Environmental Condition as expressly allocated to PG&E in Section 10.10 (Environmental Matters).

"Sales Taxes" has the meaning set forth in Section 7.4(b) (Sales Taxes, Transfer Taxes and Escrow Fees).

"Schedule" means a designated schedule attached to this Agreement.

"Seller Claims" has the meaning set forth in Section 11.3(a) (PG&E Claims).

"Seller Group" has the meaning set forth in Section 11.3(a) (PG&E Claims).

"Settlement Agreement" has the meaning set forth in Section 2.5(a)(i).

"Small Generator Interconnection Agreement" means that certain small generator interconnection agreement in the form attached hereto as Exhibit H, with such additional revisions as may be mutually acceptable to the Parties and the CAISO.

"Stewardship Council" has the meaning set forth in Section 2.5(a)(iv).

"Stipulation" has the meaning set forth in Section 2.5(a)(ii).

"Tangible Personal Property" means the certain personal property and spare parts described in Schedule 2.1(b).

"Tax" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property (including assessments, fees or other charges based on the use or ownership of real property), personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated tax, or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not, including any item for which liability arises as a transferee or successor-in-interest.

"Tax Claim" has the meaning set forth in Section 10.3(d) (Cooperation and Defense of Tax Claims).

"Third Party Claim" means a claim by a Person that is not a member of the Seller Group or the Purchaser Group, including any claim in respect of contract, tort, or other liabilities or for the costs of conducting Remediation or seeking an order or demanding that a Person undertake Remediation.

"Title Company" means Placer Title Company, or another recognized title insurance company to which the Parties may mutually agree.

"Title Policy" means an American Land Title Association (ALTA) standard owner's title insurance policy issued by the Title Company and insuring the Fee Parcels as vested in Purchaser, subject only to the Permitted Encumbrances, and in an amount equal to such commercially reasonable insurance amount as requested by Purchaser and approved by the Title Company.

"Transfer Payment" means nineteen million, two hundred and sixty thousand dollars and no cents ($19,260,000.00).

"Transfer Taxes" has the meaning set forth in Section 7.4(b) (Sales Taxes, Transfer Taxes and Escrow Fees).

"UCC" means the Uniform Commercial Code as in effect in California.

"Water Rights" means either those water rights owned by PG&E in the operation of the Project that are identified in Schedule 2.1(e) or that are appurtenant to the land and conveyed under the grant deed of even date herewith.

"Watershed Lands" has the meaning set forth in Section 2.5(a)(iii).

1.2 Interpretation. In this Agreement, unless a clear contrary intention appears:

(a) references in the singular include references in the plural and vice versa, reference to any gender includes each other gender, reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity;

(b) reference to any agreement (including this Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof;

(c) reference to any Article, Section, Schedule or Exhibit means such Article, Section, Schedule or Exhibit to this Agreement, and references in any Article, Section, Schedule, Exhibit or definition to any clause means such clause of such Article, Section, Schedule, Exhibit or definition;

(d) "hereunder," "hereof," "hereto" and words of similar import are references to this Agreement as a whole and not to any particular Section or other provision hereof or thereof, and except where the context otherwise requires, "or" shall have the inclusive meaning frequently designated by "and/or";

(e) "including" (and correlative terms) means "including without limitation" and "including, but not limited to", examples shall not be construed to limit, expressly or by implication, the matter they illustrate, and relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including"; and

(f) reference to any law (including statutes and ordinances) means such law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder.

ARTICLE 2

SALE AND PURCHASE OF THE PROJECT ASSETS

2.1 Sale and Purchase. At the Closing, subject to the terms and conditions of this Agreement, including satisfaction (or waiver by the Party entitled thereto) of the conditions precedent to the Closing set forth in Articles IV, V and VI, PG&E shall sell, convey, assign, transfer and deliver to Purchaser, and Purchaser shall purchase, acquire and assume from PG&E, all of PG&E's right, title and interest in and to the following assets (collectively, "Assets"):

(a) the Project described in Schedule 2.1(a);

(b) the Tangible Personal Property described in Schedule 2.1(b);

(c) the Fee Parcel described in Schedule 2.1(c);

(d) the Governmental Approvals, Permits and Consents identified in Schedule 2.1(d)

(e) the Water Rights described in Schedule 2.1(e);

(f) the Project Records identified in Schedule 2.1(f);

(g) the Assumed Contracts identified in Schedule 2.1(g);

(h) the Leases identified in Schedule 2.1(h);

(i) the Easements identified in Exhibit D

(j) the Powerhouse and Tailrace Easement identified in Exhibit F.

2.2 Excluded Assets. Nothing in this Agreement shall constitute or be construed as conferring on Purchaser, and Purchaser is not acquiring pursuant to this Agreement, any right, title or interest in or to any of the assets listed or described in Schedule 2.2, all of which are specifically excluded from the sale (collectively, "Excluded Assets").

2.3 Assumption by Purchaser.

(a) Assumption of Liabilities and Obligations. Upon the Closing, Purchaser shall assume and retain the Assumed Liabilities. PG&E shall have no liability or obligation for any of the Assumed Liabilities on and after the Closing Date.

(i) PG&E shall pay or otherwise satisfy in the ordinary course of business all of the liabilities and obligations related to the Assets accruing prior to the Closing Date, including the costs to operate and maintain the Project and install the Pre-Closing

Interconnection Facilities as required by Section 3.1 (Pre-Closing Operations, Maintenance, Installation and Repair) and the In-Progress Work, as well as all of the liabilities and obligations related to the installation of the Post-Closing Interconnection Facilities.

(ii) Purchaser shall pay or otherwise satisfy in the ordinary course of business all of the liabilities and obligations related to the Assets accruing on, from, and after the Closing Date, including any In-Progress Work, except any Post-Closing Interconnection Facilities, which PG&E determines pursuant to a Post-Closing Interconnection Upgrade Notice.

(b) However, Purchaser shall not assume any (i) Retained Liabilities, (ii) any liabilities of PG&E relating to accounts payable, indebtedness, legal services, accounting services, or other professional services performed in connection with the sale of the Assets, or (iii) any wages or salaries, pension obligations, health benefits or other related liabilities concerning any PG&E employee. Upon the Closing, PG&E shall continue to be responsible for any Retained Liabilities.

(c) Reimbursement for Any Prepaid Assumed Liabilities. Purchaser covenants and agrees that Purchaser shall be responsible for all of the Assumed Liabilities as of the Closing Date. To the extent that PG&E prepays any Assumed Liabilities that are not yet due and payable until or after the Closing Date, including any liabilities for the payment of Taxes under Section 10.3(a) (collectively, "Prepaid Assumed Liabilities"), then the total amount of such Prepaid Assumed Liabilities shall be disclosed by PG&E to Purchaser in writing prior to the Closing and subtracted from the payment PG&E is required to make under Section 2.4(a) (Transfer Payment by PG&E). To the extent that the amount of any Prepaid Assumed Liabilities cannot be determined by PG&E as of the Closing Date, then such amount shall be determined by PG&E as soon thereafter as possible and PG&E shall disclose the claim to Purchaser in writing together with an explanation about how the claim constitutes an Assumed Liability that should be Purchaser's obligation. If the documentation provided by PG&E satisfactorily demonstrates that the claim is an Assumed Liability, then Purchaser shall promptly pay PG&E any payment required because of such prepayment, in the form of a wire transfer in United States dollars in immediately available funds to the account(s) designated by PG&E.

2.4 Transfer Payment by PG&E.

(a) Transfer Payment. The Transfer Payment is additional consideration for Purchaser's acquisition of the Assets and Assumption of firm Liabilities and Obligations as provided in this Agreement. PG&E shall pay to Purchaser the Transfer Payment, as adjusted pursuant to Section 2.4(b).

(b) The Transfer Payment shall be modified by the following:

(i) Reduced by the total amount of any Prepaid Assumed Liabilities pursuant to Section 2.3(c) (which shall include Purchaser's share of real and personal property taxes as provided in Section 10.3(a)); and

(ii) Reduced by Purchaser's share of the Sales and Transfer Taxes and Escrow Fees pursuant to Section 7.4(b); and

(iii) Reduced or increased pursuant to the final cost estimate for the remediation work of the Indian Ole Dam to restore it to safe condition in accordance with the requirements specified in Section 3.1(d). The Parties estimate that Purchaser's assumption of liability associated with such required repair and remediation shall equal $5,000,000. If the repair recommendations to meet the requirements in Section 3.1(d) result in a repair cost estimate outside the range of $4,000,000 to $6,000,000, then the Parties shall confer to determine an appropriate adjustment to the Transfer Payment, not to exceed an increase or decrease in excess of $3,500,000 from $5,000,000, with the understanding that the first $1,000,000 increase or decrease in the cost estimate shall not result in an adjustment. By way of example only: if the final cost estimate is $7,500,000, PG&E would be responsible for an increase to the Transfer Payment of $1,500,00 ($7,500,000 – $6,000,000 = $1,500,000).

(iv) Reduced or increased pursuant to the SGIA in Exhibit H and the Interconnection costs under Section 4.2. Prior to the Closing Date the Parties shall execute a separate statement to document any adjustments.

(c) The Parties shall prepare and file all tax forms and tax returns as required by applicable federal and state law.

(d) The Transfer Payment, as adjusted pursuant to Section 2.4(b) shall be paid through Escrow in accordance with Article 7.

2.5 Conservation Easement.

(a) Purchaser acknowledges that PG&E has informed Purchaser of the following:

(i) PG&E is a party to that certain Settlement Agreement as modified and approved by the CPUC in its Opinion and Order of December 18, 2003 (Decision 03-12-035) ("Settlement Agreement").

(ii) In furtherance of the Settlement Agreement, and to provide additional detail regarding the implementation of the "Land Conservation Commitment" (defined below), the parties to the Settlement Agreement and other interested parties entered into that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 ("Stipulation").

(iii) The Settlement Agreement and the Stipulation (collectively, "BK Governing Documents") require PG&E to ensure that approximately one hundred forty thousand (140,000) acres of watershed lands, all owned by PG&E ("Watershed Lands"), including the Fee Parcel, are conserved for a broad range of beneficial public values. The obligations of PG&E to convey conservation easements and to protect such beneficial public values on the Watershed Lands are set forth in the Settlement Agreement and are defined therein as the "Land Conservation Commitment".

(iv) Pursuant to the BK Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation

("Stewardship Council") was created to oversee and carry out the Land Conservation Commitment. The BK Governing Documents require the Stewardship Council to develop a Land Conservation Plan ("LCP") for protection of the Watershed Lands for the benefit of the citizens of California. The LCP is required to include, among other things, objectives to preserve or enhance the beneficial public values identified on each parcel of the Watershed Lands. The LCP was formally adopted by the Stewardship Council and submitted to PG&E in November 2007. PG&E subsequently provided the LCP to the CPUC in April 2008 as part of its application seeking authorization for a streamlined approval process for real property transactions necessary to implement the LCP.

(v) The Conservation Easement was entered into in furtherance of the Land Conservation Commitment and PG&E's obligations pursuant to the BK Governing Documents.

(vi) PG&E desires, through this Agreement and the other agreements to be entered into pursuant hereto, to ensure the permanent protection of the beneficial public values on the Fee Parcel as identified in the LCP while allowing the ongoing use of the Fee Parcel for hydroelectric operations, water delivery and other related activities.

(b) Purchaser acknowledges that the Conservation Easement is a Permitted Encumbrance.

(c) The Parties agree to record the fully executed and acknowledged Conservation Easement Assignment and Assumption Agreement in the Official Records of Plumas County and Lassen County on the Closing Date as provided in Section 7.3(a).

ARTICLE 3

CERTAIN PRE-CLOSING COVENANTS

3.1 Pre-Closing Operations, Maintenance, Installation and Repair. Between the Execution Date and the Closing Date, PG&E at its sole cost and expense shall:

(a) retain all control over and, as between the Parties, shall make all decisions with respect to the operations, maintenance and repair of the Assets;

(b) operate, maintain and repair the Assets in compliance with all applicable Governmental Rules insofar as they relate to the Project;

(c) subject to the terms of Schedule 3.1, operate, maintain and repair the Assets in accordance with Prudent Utility Practices;

(d) perform an analysis of Indian Ole Dam consistent with the scope of work described in Schedule 3.1(A)(4), and develop repair recommendations to be provided to Purchaser.

(e) except for PG&E's plans relating to the installation of the Pre-Closing and Post Closing Interconnection Facilities, provide Purchaser with an opportunity to review

and comment on PG&E's plans to make any material capital expenditure on the Assets prior to making such expenditure;

(f) except for an impact relating to the installation of the Pre-Closing and Post Closing Interconnection Facilities, consult with Purchaser pursuant to the customary and usual communication practices of the Parties with respect to any decision that either Party reasonably determines could have a material impact on the operation of the Assets;

(g) except for a decision relating to the installation of the Pre-Closing and Post Closing Interconnection Facilities, consult with Purchaser by telephone conference call on a monthly basis, or on such other basis as may be agreed upon by the Parties, with respect to any decision that either Party reasonably determines could have a material impact on the scheduling or marketing of generation from the Project; and

(h) install the Pre-Closing Interconnection Facilities and deliver notice prior to or on the Closing Date to Purchaser under Section 12.11 which shall (i) certify the completion of such installation of the Pre-Closing Interconnection Facilities and (ii) identify any Post-Closing Project Operating Requirements and the time period for Purchaser's compliance therewith.

3.2 Reasonable Access and Consultation. Between the Execution Date and the Closing Date, and upon reasonable advance written notice received from Purchaser, PG&E shall afford Purchaser and its representatives access, during regular business hours, to the Project to confirm PG&E's compliance with Section 3.1 (Pre-Closing Operations, Maintenance, Installation and Repair); provided that, PG&E's delivery of the notice described in Section 3.1(h) shall confirm PG&E's compliance with its obligation to install the Pre-Closing Interconnection Upgrades. Purchaser shall exercise such right of access in a manner that does not unreasonably interfere with the activities of PG&E or its contractors.

3.3 Commercially Reasonable Efforts. Upon the terms and subject to the conditions of this Agreement, each of the Parties shall use its Commercially Reasonable Efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable consistent with Governmental Rules to consummate and make effective in the most expeditious manner practicable the Acquisition contemplated by this Agreement. Each of the Parties shall cooperate with the other and its representatives with respect to all filings, submissions and acknowledgements that a Party elects to make or, pursuant to Governmental Rules, shall be required to make in connection with the Acquisition contemplated by this Agreement. PG&E and Purchaser agree to provide such reasonable assistance that the other may reasonably request to support the transfer of the Assets pursuant to this Agreement.

3.4 Notifications.

(a) Between the Execution Date and the Closing Date, after obtaining Knowledge thereof, PG&E shall provide prompt written notice to Purchaser of any material change in any of the information contained in PG&E's representations and warranties made in Article VIII or any Exhibits or Schedules and promptly shall furnish any information which Purchaser may reasonably request in relation to such change; provided, however, that

such notice shall not operate to cure any breach of PG&E's representations and warranties made in Article VIII or any Exhibits or Schedules.

(b) Between the Execution Date and the Closing Date, after obtaining Knowledge thereof, PG&E promptly shall, and in any event within fifteen (15) Business Days after receipt thereof, provide to Purchaser all material notices, correspondence and other communications from any Governmental Authority relating to PG&E's ownership, operation, maintenance and repair of the Assets, with the exception of routine or standard communications from the CAISO.

3.5 Publicity. Prior to (a) the Closing or (b) if this Agreement is terminated pursuant to Section 12.12 (Termination), the close of business on the date that constitutes the six (6) month anniversary of the date of such termination, no Party or any Affiliate of a Party shall issue any press release or otherwise make any public statement with respect to this Agreement or the Acquisition contemplated hereby without the other Party's prior written consent, except as may be required by Governmental Rule or stock exchange rule (in which case the Party subject to such requirement shall consult with the other Party regarding the content of any such press release or announcement prior to its release). However, this Agreement shall not restrict or affect any public statement made by any PG&E or Purchaser director, officer or employee at a public meeting or in meeting minutes concerning this Agreement or the implementation and consummation of the Acquisition contemplated by this Agreement. Nothing in this Section is intended to affect a Party's obligations under Section 10.2 (Confidentiality).

3.6 Catastrophic Failure. If a Catastrophic Failure occurs between the Execution Date and the Closing Date, the Parties promptly shall meet and confer to discuss the scope of the work required to restore the Project to the condition it was in prior to the occurrence of the Catastrophic Failure ("Restoration Work"). Either Party shall have the right to terminate this Agreement under Section 12.12 by written notice to the other no earlier than sixty (60) calendar days from the date that the Parties first met and conferred as required in the preceding sentence ("Election to Terminate") if (a) the Parties cannot agree upon the scope of the Restoration Work; (b) the Parties cannot agree upon whether to perform the Restoration Work; or (c) the Parties agree not to perform the Restoration Work. In the event neither Party timely exercises its Election to Terminate following a Catastrophic Failure, then the Parties shall negotiate thereafter, in good faith, with respect to the specific terms and conditions for the performance of the Restoration Work including its scope, and shall use Commercially Reasonable Efforts to implement such terms and conditions in accordance with the Parties' intent to consummate and make effective in the most expeditious manner practicable the Acquisition contemplated by this Agreement. To the extent that PG&E has Knowledge of a Catastrophic Failure, PG&E shall notify Purchaser as soon as practicable.

3.7 Title Review.

(a) Purchaser shall have thirty (30) calendar days following the Execution Date to notify PG&E in writing as to any items on the Preliminary Title Report that are unacceptable to Purchaser. If Purchaser fails to furnish PG&E with such an objection notice within said thirty (30) day period, Purchaser shall be deemed to have irrevocably waived any right to object to such information, and this Agreement shall continue in full force and effect.

(b) The Parties acknowledge and agree that PG&E shall have no obligation to cure any such timely objection(s). However, if Purchaser furnishes PG&E with such an objection notice within said thirty (30) day period, PG&E may elect by notice to Purchaser either (i) to attempt to cure or otherwise remedy such objection (in which event, PG&E may postpone the close of escrow for up to thirty (30) days to effect said cure) or (ii) not to cure or otherwise remedy Purchaser's objection. If PG&E is unable or unwilling to cure such objection(s), and if the Title Company does not agree to insure over, without additional costs in excess of Ten Thousand Dollars ($10,000) to Purchaser, any such objection(s), then Purchaser may elect by written notice to PG&E to either accept title to the Fee Parcel subject to the objection(s) or terminate this Agreement pursuant to Section 12.12.

ARTICLE 4

MUTUAL CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BOTH PARTIES AT THE CLOSING

Each Party's respective obligations under this Agreement are subject to the satisfaction (or waiver by both Parties), on or prior to the Closing, of each of the following mutual conditions precedent:

4.1 Interconnection Data. PG&E shall have provided to Purchaser data in the possession of and reasonably available to PG&E that reasonably is necessary to support (a) the execution of the Small Generator Interconnection Agreement between and among Purchaser, PG&E and the CAISO for the Project and (b) the execution of a Meter Service Agreement and a Participating Generator Agreement between Purchaser and the CAISO; provided, however, that PG&E's provision of any such data hereunder shall be consistent with FERC regulations, rules and standards as determined by PG&E.

4.2 Interconnection Agreement. Purchaser shall have completed the appropriate interconnection process with PG&E and the CAISO for the Project, including confirmation to the reasonable satisfaction of Purchaser that the Project meets current CAISO interconnection standards, the execution of the Small Generator Interconnection Agreement between and among Purchaser and PG&E in substantially the form attached as Exhibit H, and the execution of any related agreements necessary for interconnection with the CAISO, including a Meter Service Agreement and a Participating Generator Agreement between Purchaser and the CAISO. The Transfer Payment will be adjusted based on any changes in the cost estimates outlined in Exhibit H after the Execution of this Agreement.

4.3 Section 851 Authorization. The CPUC shall have authorized the sale of the Assets to Purchaser in accordance with the terms and conditions of this Agreement under Section 851 of the California Public Utilities Code.

4.4 Conservation Easement. PG&E, Purchaser and Land Trust shall have executed and acknowledged the Conservation Easement Assignment and Assumption Agreement.

ARTICLE 5

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF PURCHASER AT THE CLOSING

In addition to the mutual conditions in Article IV above, Purchaser's obligations under this Agreement, including the obligation to take the actions required to be taken by Purchaser at the Closing, are subject to the satisfaction (or waiver by Purchaser in its sole discretion), on or prior to the Closing, of each of the following conditions precedent:

5.1 Compliance with Provisions. PG&E shall have performed or complied in all material respects with all covenants, agreements and conditions contained in this Agreement on its part required to be performed or complied with at or prior to the Closing and shall not otherwise be in breach in any material respect of any of its covenants and agreements contained herein as of the Closing.

5.2 No Conflict. Neither the consummation nor the performance of any component of the Acquisition contemplated by this Agreement shall, directly or indirectly (with or without notice or lapse of time), contravene or conflict with or result in a violation of any applicable Governmental Rule.

5.3 Representations and Warranties. All representations and warranties of PG&E contained in Article VIII shall be true and correct in all material respects as of the Closing.

5.4 No Adverse Proceedings or Events. With respect to any suit, action or other proceeding against any Party or its Affiliates by any Governmental Authority (including administrative proceedings) there is no order, judgment or injunction that has been issued, or if such proceeding is still pending, is reasonably likely to be issued, which restrains or prohibits one or more components of the Acquisition contemplated by this Agreement, including the Closing.

5.5 Deliveries. PG&E shall have delivered, or caused to be delivered, to Purchaser at the Closing the applicable payment, documents and other deliverables listed in Section 7.2(a) (Deliveries by PG&E).

5.6 Title Review for Fee Parcel. Purchaser shall have approved the status of the title to the Fee Parcel pursuant to Section 3.7, and the Title Company is prepared to issue the Title Policy to Purchaser. Purchaser shall pay the cost of the Title Policy premium. PG&E shall pay all other costs and expenses associated with the preparation of the Preliminary Title Report.

5.7 No Termination. Neither Party shall have exercised any termination right such Party is entitled to exercise pursuant to Section 12.12 (Termination).

5.8 Schedules and Exhibits. PG&E shall have updated all Schedules and Exhibits as provided in Article VIII to reflect information current as of the Closing Date, and Purchaser shall have received, reviewed and approved the updated Schedules and Exhibits pursuant to Article VIII.

5.9 Governmental Approvals, Permits and Consents. Subject to Section 10.7 (Transfer and Amendment), Purchaser shall have received the Governmental Approvals, Permits and

Consents that are identified in Schedule 2.1(d), each of which shall be in full force and effect when transferred.

5.10 Only Permitted Encumbrances. The Assets shall be conveyed to Purchaser free and clear of any Liens other than Permitted Encumbrances.

ARTICLE 6

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF PG&E AT THE CLOSING

In addition to the mutual conditions in Article IV above, PG&E's obligations under this Agreement, including to complete the sale of the Assets, to transfer the Assets to Purchaser, to pay the Transfer Payment to Purchaser, and to take the other actions required to be taken by PG&E at the Closing, are subject to the satisfaction (or waiver by PG&E in its sole discretion), on or prior to the Closing, of each of the following conditions precedent:

6.1 Compliance with Provisions. Purchaser shall have performed or complied in all material respects with all covenants, agreements and conditions contained in this Agreement on its part required to be performed or complied with at or prior to the Closing and shall not otherwise be in breach in any material respect of any of its covenants and agreements contained herein as of the Closing.

6.2 No Conflict. Neither the consummation nor the performance of any of components the Acquisition contemplated by this Agreement shall, directly or indirectly (with or without notice or lapse of time), contravene or conflict with or result in a violation of any applicable Governmental Rule.

6.3 Representations and Warranties. All representations and warranties of Purchaser contained in Article IX shall be true and correct in all material respects as of the Closing Date.

6.4 No Adverse Proceedings or Events. With respect to any suit, action or other proceeding against any Party or its Affiliates by any Governmental Authority (including administrative proceedings) there is no order, judgment or injunction that has been issued, or if such proceeding is still pending, is reasonably likely to be issued, which restrains or prohibits one or more components of the Acquisition contemplated by this Agreement, including the Closing.

6.5 Deliveries. Purchaser shall have delivered, or caused to be delivered, to PG&E at the Closing the deliverables listed in Section 7.2(b) (Deliveries by Purchaser).

6.6 No Termination. Neither Party shall have exercised any termination right such Party is entitled to exercise pursuant to Section 12.12 (Termination).

6.7 CPUC Approval. PG&E shall have obtained CPUC Approval.

6.8 Governmental Approvals, Permits and Consents. PG&E shall have received all required Governmental Approvals, Permits and Consents for the sale and transfer of the Assets in form and substance reasonably acceptable to PG&E.

ARTICLE 7

CLOSING

7.1 Open Escrow; Closing. Within ten (10) days after CPUC Approval, Purchaser shall open an escrow ("Escrow") with Title Company by delivering a fully-executed copy of escrow instructions detailing the Closing deliverables and process set forth in this Agreement ("Escrow Instructions") to the Title Company. Subject to the satisfaction or waiver of the conditions set forth in this Agreement, and unless earlier terminated under Section 12.12 (Termination), the consummation of Purchaser's acquisition of PG&E's right, title and interest in and to the Assets contemplated hereby ("Closing") shall take place at the Title Company as soon as practicable following the satisfaction or waiver of all conditions precedent to the Closing. The closing date ("Closing Date") shall be the date that the Title Company records the Deed and other transaction documents in accordance with Section 7.3.

7.2 Deliveries at Closing.

(a) Deliveries by PG&E. At least one (1) Business Day before the Closing Date, PG&E shall deposit or cause to be deposited with the Title Company the items described below:

(i) a bill of sale in the form of Exhibit A ("Bill of Sale") duly executed by PG&E with respect to the (1) Project; (2) Tangible Personal Property; and (3) Project Records; each Schedule for which shall be updated as contemplated in Section 5.8 and Article VIII of this Agreement and attached to the Bill of Sale;

(ii) an assignment and assumption agreement in the form of Exhibit B ("Assignment and Assumption Agreement") duly executed by PG&E with respect to the (1) Governmental Approvals, Permits and Consents; and (2) Assumed Contracts; each Schedule for which shall be updated as contemplated in Section 5.8 and Article VIII of this Agreement and attached to the Assignment and Assumption Agreement;

(iii) a grant deed in the form of Exhibit C ("Deed") duly executed by PG&E transferring and conveying good, marketable and insurable fee simple title to the Fee Parcel and all associated and appurtenant Water Rights for the Project to Purchaser in recordable form;

(iv) evidence in form and substance reasonably satisfactory to Purchaser that, at or prior to the Closing, all Liens on the personal and real property included in the Assets, other than Permitted Encumbrances, have been discharged by PG&E or by the Person in whose favor such Liens exist, which evidence shall in any case be satisfied by UCC termination statements or the equivalent instruments or documents previously delivered to and approved by Purchaser, and at no expense to Purchaser;

(v) a certificate executed on behalf of PG&E by an authorized officer or representative of PG&E, dated as of the Closing Date, representing and certifying that (1) the conditions specified in Articles IV and VI hereof have been fulfilled, (2) the representations and warranties made by PG&E under Article VIII (as they may have been updated pursuant to this Agreement) are true and correct in all material respects as of the Closing Date with the same effect

as though those representations and warranties had been made again at and as of the Closing Date, (3) the information in the Schedules (as it may be updated pursuant to this Agreement) is true and correct in all material respects as of the Closing Date, and (4) all of the terms, covenants and conditions to be complied with and performed by PG&E on or prior to the Closing Date have been complied with or performed in all material respects;

(vi) an executed and acknowledged original of the Conservation Easement Assignment and Assumption Agreement which shall be recorded in the Official Records of Plumas County and Lassen County on the Closing Date immediately after the Deed;

(vii) the completed, signed, and file-ready State Water Resources Control Board, Division of Water Rights, change of ownership forms for transfer of PG&E's interest in the Water Rights and;

(viii) PG&E's signed counterpart of the Escrow closing statement for the Title Company in a form as mutually agreed to by the Parties, together with such other instruments and documents as may be reasonably required by the Title Company;

(ix) PG&E payment of all related costs and expenses in the amount charged by the Title Company for title search and preparation of Preliminary Title Report, other than the Title Policy premium;

(x) The payment required under Section 2.4(b);

(xi) an assignment of easements in the form of Exhibit D ("Assignment of Easements") duly executed by PG&E; which shall be updated as contemplated in Section 5.8 and Article VIII of this Agreement;

(xii) an assignment and assumption of lease and occupancy agreement in the form of Exhibit E ("Assignment and Assumption of Lease and Occupancy Agreement") duly executed by PG&E; which shall be updated as contemplated in Section 5.8 and Article VIII of this Agreement; and

(xiii) A powerhouse and tailrace easement in the form of Exhibit F ("Powerhouse and Tailrace Easement") duly executed by PG&E; which shall be updated as contemplated in Section 5.8 and Article VIII of this Agreement.

(b) Deliveries by Purchaser. At least one (1) Business Day before the Closing Date, Purchaser shall deposit or cause to be deposited with the Title Company the items described below:

(i) an executed and acknowledged original of the Conservation Easement Assignment and Assumption Agreement, which shall be recorded in the Official Records of Plumas County and Lassen County on the Closing Date immediately after the Deed is recorded pursuant to Section 2.5(c);

(ii) a certificate executed on behalf of Purchaser by an authorized officer or representative of Purchaser, dated as of the Closing Date, representing and certifying that (1) the conditions specified in Articles IV and V hereof have been fulfilled; (2) the representations

and warranties made by Purchaser under Article IX are true and correct in all material respects as of the Closing Date with the same effect as though those representations and warranties had been made again at and as of the Closing Date, and (3) all of the terms, covenants and conditions to be complied with and performed by Purchaser on or prior to the Closing Date have been complied with or performed in all material respects;

(iii) Purchaser's acknowledgement and execution, as applicable, of the Bill of Sale and the Assignment and Assumption Agreement, each as delivered by PG&E hereunder;

(iv) Purchaser's payment in full of the Title Policy premium; and

(v) Purchaser's signed counterpart of the Escrow closing statement for the Title Company in a form as mutually agreed to by the Parties together with such other instruments and documents as may be reasonably required by the Title Company.

7.3 Close of Escrow. At the Closing, the Parties shall instruct the Title Company to close Escrow by the following actions:

(a) Recording the Deed and Conservation Easement Assignment and Assumption Agreement, and instructing the Plumas County Recorder and Lassen County Recorder to deliver the original documents to Purchaser after recording, and to deliver conformed copies of the recorded documents to PG&E;

(b) Delivering the Bill of Sale, Assignment and Assumption Agreement, and Water Rights transfer documents to Purchaser;

(c) Delivering to or for the account of Purchaser, the Transfer Payment paid by PG&E (subject to adjustments pursuant to Sections 2.4 and 7.4(b)); and,

(d) Delivering to Purchaser the Title Policy.

7.4 Recordation Costs, Sales Taxes, Transfer Taxes, and Escrow Fees. In connection with the Acquisition contemplated by this Agreement, the Parties agree to pay the following costs in accordance with this Section 7.3:

(a) Recordation Fees. PG&E shall bear the cost of the recording fees for recordation of the Deed and the Conservation Easement Assignment and Assumption Agreement.

(b) Sales Taxes, Transfer Taxes, and Escrow Fees. The Parties shall split equally, and share on an equal basis, the total liability for (i) any transfer Taxes or sales Taxes arising in connection with the sale and transfer of the Assets hereunder (collectively the "Sales and Transfer Taxes"), and (ii) the Escrow fees charged by the Title Company for the Acquisition contemplated hereunder ("Escrow Fees"). Purchaser shall pay its share of the Sales and Transfer Taxes and Escrow Fees as provided in Section 2.4(b) (Transfer Payment by PG&E). Each Party agrees to provide such cooperation as the other may reasonably request to lawfully minimize its respective incurrence of Sales and Transfer Taxes in

connection with the sale or transfer of the Assets; provided that, such cooperation shall not obligate a Party to take any action inconsistent with the other provisions of this Agreement.

7.5 Possession of Assets. PG&E shall deliver possession of the Assets to Purchaser on the Closing Date upon the close of Escrow. PG&E shall leave the Tangible Personal Property and on-site Project Records at the Project site and possession shall be deemed delivered to Purchaser on the Closing Date. For any Project Records not located on the Project site, PG&E shall compile and deliver those records to Purchaser at least one (1) Business Day prior to the Closing.

ARTICLE 8

REPRESENTATIONS AND WARRANTIES OF PG&E

PG&E represents and warrants to Purchaser as of the Execution Date and as of the Closing Date as set forth in this Article VIII, which representations and warranties shall survive the Closing in accordance with Section 11.1 (Survival of the Parties' Representations, Warranties and Covenants); provided that, PG&E shall have no liability for any immaterial breach of any representation or warranty contained herein. PG&E shall update the Schedules and Exhibits as contemplated in Section 5.8 and this Article VIII at such times as PG&E deems appropriate, but at a minimum on or before the date that is thirty (30) calendar days prior to the expected date for the Closing and shall notify Purchaser of any Material Adverse Changes of which PG&E has Knowledge. When PG&E provides an updated Schedule or Exhibit to Purchaser, it shall also provide such supporting evidence as is reasonably requested by Purchaser to allow Purchaser to make a determination as to whether it believes that such updated Schedule or Exhibit evidences a Material Adverse Change. Purchaser shall review the updated Schedule or Exhibit and such evidence as is provided by PG&E, and within thirty (30) calendar days after its receipt of the same or such longer period as may be agreed by the Parties, shall advise PG&E whether it believes the updated Schedule or Exhibit reflects a Material Adverse Change. If Purchaser fails to advise PG&E within such thirty (30) calendar day period that an updated Schedule or Exhibit reflects a Material Adverse Change, then such updated Schedule or Exhibit shall be deemed not to reflect a Material Adverse Change. In the event Purchaser advises PG&E that it has determined that an updated Schedule or Exhibit reflects a Material Adverse Change, Purchaser shall specify the reasons for such determination. Any dispute as to whether or not an updated Schedule or Exhibit evidences a Material Adverse Change shall be resolved in accordance with Section 12.9 (Dispute Resolution). If the Parties agree, or it is determined under Section 12.9, that a Material Adverse Change has occurred, then Purchaser may terminate this Agreement.

8.1 Transaction Representations.

(a) Organization and Existence. PG&E is a duly organized and validly existing corporation in good standing under the laws of California and is qualified to transact business in the State of California.

(b) Execution, Delivery and Enforceability. Subject to CPUC Approval, PG&E has all requisite power and authority to enter into and carry out its obligations under this Agreement. The execution, delivery and performance by PG&E of this Agreement, and the consummation of the Acquisition contemplated hereby, have been duly authorized by all

necessary corporate or company action required on the part of PG&E. This Agreement has been duly and validly executed and delivered by PG&E and constitutes the valid and legally binding obligation of PG&E, enforceable against PG&E in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

(c) No Violation. None of the execution and delivery of this Agreement, the performance or compliance with any provision hereof, or the consummation of the Acquisition contemplated hereby will:

(i) violate, or conflict with, or result in a breach of any provision of the Governing Documents of PG&E;

(ii) subject to obtaining CPUC Approval, violate any Governmental Rule or Consent, or result in the termination of, or require the material modification of any Governmental Rule or Consent, in each case that PG&E is required to comply with to own or operate the Project; or

(iii) result in the creation or imposition of any Lien, other than Permitted Encumbrances, upon any of the Assets, or a breach of, or constitute a default under, or give to any other Person any right of termination, amendment, acceleration or cancellation of any agreement to which PG&E is a party that would affect the Assets.

8.2 Compliance with Governmental Rules and Disclosure. To the Knowledge of PG&E, no material violation exists under any Governmental Rules (including Environmental Laws) applicable to the Assets. To the Knowledge of PG&E, PG&E has disclosed to Purchaser all material information regarding its ownership, operation, maintenance and repair of the Assets that are in its possession.

8.3 Litigation. To the Knowledge of PG&E, there is no pending or threatened actions, suits, proceeding, investigation, request for information, or notice of violation by any Governmental Authority or other Person which could reasonably be expected to result, or has resulted, in (a) the institution of legal proceedings to prohibit or restrain the performance of this Agreement or the consummation of the Acquisition contemplated hereby, (b) a claim for damages as a result of this Agreement or the consummation of the Acquisition contemplated hereby, or (c) potential fines, penalties, or other liability arising out of an alleged violation of Environmental Law involving the Assets. To the Knowledge of PG&E, there is no reasonable basis for such a litigation, claim, investigation or proceeding, which directly and specifically relates to the Assets.

8.4 Brokers. All negotiations relating to this Agreement and the Acquisition contemplated hereby have been carried on by PG&E or on PG&E's behalf in such a manner as not to give rise to any valid claim against Purchaser (by reason of PG&E's actions) for a brokerage commission, finder's fee or other like payment to any Person.

8.5 No Third Party Options. Except for the agreement to transfer the Assets to Purchaser subject to the terms and conditions of this Agreement (including with respect to the

Conservation Easement), there are no existing agreements, options or commitments granting to any Person the right to acquire any interest in any of the Assets.

8.6 Zoning and Condemnation. To the Knowledge of PG&E, there are no pending or threatened proceedings or governmental actions to modify the zoning classification of, or to condemn or take by power of eminent domain or to classify as a landmark or otherwise impose any similar restraint or restriction on, all or any part of the Assets (except with respect to the terms and conditions of this Agreement relating to the Conservation Easement).

8.7 Personal Property. PG&E has title or the ownership rights to the Project Records, any Water Rights documentation and authorizations not covered by the Deed and the Tangible Personal Property free and clear of all Liens other than Permitted Encumbrances.

8.8 Permits. To the Knowledge of PG&E, PG&E has obtained and properly maintained all Permits, including all annual filings associated with the water rights identified in Schedule 2.1(e), necessary for the operation of the Assets and all such Permits are in full force and effect. Such Permits include water rights authorized by permit.

8.9 FERC Approval. The Project is not subject to a license by the Federal Energy Regulatory Commission ("FERC"), and no consent, approval, or authorization of, or filing with, the FERC is required in connection with the consummation of the transactions contemplated by this Agreement.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to PG&E as of the Execution Date and as of the Closing Date as set forth in this Article IX, which representations and warranties shall survive the Closing in accordance with Section 11.1 (Survival of the Parties' Representations, Warranties and Covenants); provided that, Purchaser shall have no liability for any immaterial breach of any representation or warranty contained herein.

9.1 Transaction Representations.

(a) Organization and Existence. Purchaser is a duly organized and validly existing limited liability company in good standing under the laws of the State of Maryland and is qualified to do business, and is in good standing, in the State of California.

(b) Execution, Delivery and Enforceability. Subject to CPUC Approval, Purchaser has all requisite power and authority to enter into and to carry out its obligations under this Agreement. The execution, delivery and performance by Purchaser of this Agreement, and the consummation of the Acquisition contemplated hereby, have been duly authorized by all necessary action required on the part of Purchaser. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes the valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency,

reorganization, moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

(c) No Violation. Neither the execution and delivery of this Agreement, nor the compliance with any provision hereof, nor the consummation of the Acquisition contemplated hereby will:

(i) violate or conflict with, or result in a breach of any provision of the Governing Documents of Purchaser; or

(ii) subject to CPUC Approval, violate any Governmental Rule or Consent, or result in the termination of, or require the material modification of any Governmental Rule or Consent, in each case applicable to Purchaser.

(d) Due Diligence Investigation and Other Acknowledgements. Purchaser acknowledges and agrees that, upon satisfaction or waiver of the Closing conditions set forth in Articles 4 and 5, (i) it has been afforded access to and the opportunity to inspect all of the Assets, (ii) it has been provided and has reviewed all of the documents listed or described in PG&E's Schedules, and (iii) it is relying upon its own inspections, review and investigations of the Assets, and the accuracy of the representations and warranties of PG&E contained in Article 8 in the purchase of the Assets and the consummation of the Acquisition contemplated by this Agreement. Purchaser acknowledges and agrees that it has reviewed and accepted the disclaimers set forth in Section 10.5 (Disclaimer of Other PG&E Representations and Warranties).

9.2 Litigation. To the Knowledge of Purchaser, there is no pending or threatened action, suit, proceeding, investigation or request for information by any Governmental Authority or other Person which could result, or has resulted, in (a) the institution of legal proceedings to prohibit or restrain the performance of this Agreement, or the consummation of the Acquisition contemplated hereby, or (b) a claim for damages as a result of this Agreement, or the consummation of the Acquisition contemplated hereby. To the Knowledge of Purchaser, there is no reasonable basis for such a litigation, claim, investigation or proceeding, which directly and specifically relates to any of the Assets.

9.3 Brokers. All negotiations relating to this Agreement and the Acquisition contemplated hereby have been carried on by Purchaser without the intervention of any other Person and in such a manner as not to give rise to any valid claim against PG&E (by reason of Purchaser's actions) for a brokerage commission, finder's fee or other like payment to any Person.

ARTICLE 10

OTHER COVENANTS AND AGREEMENTS

10.1 CPUC Approval. PG&E agrees to file the CPUC Application for CPUC Approval within sixty (60) calendar days after the Execution Date. Prior to doing so, PG&E shall provide Purchaser with a reasonable opportunity to review the draft CPUC Application and to comment on its contents, and to consult with Purchaser with respect to any conditions or requirements applicable to the ownership or operation of the Assets proposed in the draft CPUC Application. If

Purchaser considers any such proposed conditions or requirements to constitute a Material Adverse Change, Purchaser may terminate this Agreement under Section 12.12. PG&E shall provide notice to Purchaser of the CPUC Filing Date within five (5) Business Days thereafter. By no later than the date that is five (5) Business Days after the CPUC issues one or more draft orders with respect to the grant or denial of relief requested from it in the CPUC Application, PG&E shall provide Purchaser with a copy of such draft order or orders ("CPUC Preliminary Notice"). If the applicable order or orders issued by the CPUC with respect to the grant or denial of relief requested from it in the CPUC Application would, if final and non-appealable, constitute CPUC Approval, then PG&E shall notify Purchaser that the CPUC Approval has been obtained not later than five (5) Business Days following the date that the applicable order or orders have become final and non-appealable ("CPUC Approval Notice Date"). If the applicable order or orders issued by the CPUC with respect to the grant or denial of relief requested from it in the CPUC Application could not, even if final and non-appealable, constitute CPUC Approval, but would satisfy the mutual condition precedent in Section 4.3 (Section 851 Authorization), then the Parties promptly shall meet and confer with respect to such order(s); provided that, PG&E shall determine in its sole discretion whether to waive the condition precedent to Closing in Section 6.7 (CPUC Approval). If Purchaser considers any conditions or requirements imposed in such order or orders to constitute a Material Adverse Change, Purchaser may terminate this Agreement under Section 12.12.

10.2 Confidentiality.

(a) Neither Party shall disclose any Confidential Information to a third party, other than (i) such Party's employees, officers, lenders, counsel, accountants, advisors, rating agencies, equity investors, potential lenders or potential equity investors who have a need to know such information and have agreed to keep such terms confidential, (ii) to the CPUC under seal for purposes of review, (iii) disclosure of terms specified in and pursuant to this Section 10.2; (iv) in order to comply with any applicable law, regulation, or any exchange, control area or CAISO rule, or order issued by a court or entity with competent jurisdiction over the disclosing Party ("Disclosing Party"), other than to those entities set forth in subsection (v); (v) in order to comply with any applicable regulation, rule, or order of the CPUC or the California Energy Commission; or (vi) as PG&E deems necessary in order to demonstrate the reasonableness of its actions to duly authorized governmental or regulatory agencies including the CPUC or any division thereof.

(b) In connection with requests made pursuant to clause (iv) of Section 10.2(a) ("Disclosure Order") and disclosures pursuant to clause (v) or (vi) of Section 10.2(a) ("Regulatory Disclosures") each Party shall, to the extent practicable, use reasonable efforts to (i) notify the other Party prior to disclosing the Confidential Information, and (ii) prevent or limit such disclosure. After using such reasonable efforts, the Disclosing Party shall not be (x) prohibited from complying with a Disclosure Order or making the Regulatory Disclosures, or (y) liable to the other Party for monetary or other damages incurred in connection with such disclosures of the Confidential Information. Except as provided in the preceding sentence, the Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation.

(c) The confidentiality obligation hereunder shall not apply to any information that was or hereafter becomes available to the public other than as a result of a disclosure in violation of this Section 10.2.

(d) If this Agreement is terminated pursuant to Section 12.12 (Termination), each Party shall promptly return or certify the destruction of, if so requested by the other Party, any Confidential Information provided to it and shall use Commercially Reasonable Efforts to return any copies thereof that may have been provided to others in accordance with this Section 10.2.

(e) The obligations of the Parties in this Section 10.2 shall survive the termination of this Agreement, the discharge of all other obligations owed by the Parties to each other, any transfer of title to any of the Assets, and the Closing of the Acquisition contemplated in this Agreement.

(f) The Parties agree to be bound by the provisions of the Confidentiality Agreement.

10.3 Tax Matters.

(a) Real and Personal Property Taxes. State and local real and personal property Taxes relating to the Assets (excluding Sales and Transfer Taxes which shall be apportioned pursuant to Section 7.4(b)) for the tax year in which the Closing occurs shall be the responsibility of (i) PG&E for the period accruing up to the Closing Date and (ii) Purchaser for the period accruing on, from, and after the Closing Date. If either Party pays any State or local real or personal property Taxes relating to the Assets (excluding Sales and Transfer Taxes) with respect to any period for which the other Party is responsible pursuant to this Section 10.3(a), upon receipt of a request from the paying Party, the responsible Party agrees to promptly reimburse the paying Party for the responsible Party's prorated share of such Taxes. All such Taxes assessed on an annual basis (whether calendar or other twelve (12) month period) shall be prorated on the assumption that an equal amount of Taxes applies to each day of the tax year, regardless of how many installment payments are billed or made.

(b) Tax Refunds. PG&E shall be entitled to any refunds or credits of Taxes relating to the Assets for the period prior to the Closing Date which PG&E has paid prior to or on the Closing Date. Purchaser shall promptly notify and forward to PG&E the amounts of any such refunds or credits within sixty (60) calendar days after receipt thereof.

(c) Pending or Threatened Actions. After the Closing Date, Purchaser shall notify PG&E in writing, within fifteen (15) calendar days after its receipt of any correspondence, notice or other communication from a taxing authority or any representative thereof, of any pending or threatened Tax audit, or any pending or threatened judicial or administrative proceeding that involves Taxes relating to any of the Assets for the period prior to the Closing Date, and furnish PG&E with copies of all correspondence received from any taxing authority in connection with any audit or information request with respect to any such Taxes relating to any of the Assets for the period prior to the Closing Date.

(d) Cooperation and Defense of Tax Claims. Notwithstanding any provision of this Agreement to the contrary, with respect to any claim for refund, audit, examination, notice of deficiency or assessment or any judicial or administrative proceeding that involves Taxes relating to any of the Assets for the period either (i) prior to the Closing Date, or (ii) on and after the Closing Date (collectively, "Tax Claim"), the Parties shall reasonably cooperate with each other in contesting any Tax Claim, including making available original books, records, documents and information for inspection, copying and, if necessary, introduction as evidence at any such Tax Claim contest and making employees available on a mutually convenient basis to provide additional information or explanation of any material provided hereunder with respect to such Tax Claim or to testify at proceedings relating to such Tax Claim. PG&E shall control all proceedings taken in connection with any Tax Claim that pertains to the period prior to the Closing Date, and the Parties shall jointly control all proceedings taken in connection with any Tax Claim pertaining to the period on after the Closing Date. Purchaser has no right to settle or otherwise compromise any Tax Claim which pertains to the period prior to the Closing Date; and neither Party has the right to settle or otherwise compromise any Tax Claim which pertains to the period on and after the Closing Date without the other Party's prior written consent.

(e) Survival. The obligations of the Parties under this Section 10.3 shall survive the Closing until sixty (60) calendar days following the expiration of the applicable statute of limitations period after giving effect to any waivers or extensions thereof.

10.4 Power Sale Revenue Allocation.

All Project power sale revenue collected by PG&E or Purchaser (either before or after the Closing Date) shall be allocated to PG&E and Purchaser based upon whether such revenue was earned for power generated and sold prior to or after the Closing Date. PG&E shall be entitled to revenue from power generated prior to the Closing Date, and Purchaser shall be entitled to revenue from power generated from and after the Closing Date. If a Party collects or receives any payment that, under the above principles, the other Party is entitled to, then the Party receiving the payment will remit the collected monies to other Party. Upon request by either Party within 90 days after the Closing Date, Purchaser, in coordination with PG&E, will prepare an accounting and reconciliation statement concerning any payments owed by a Party pursuant to this section. Upon completion of the statement, any Party owing money under this section will pay the amount owed to the other Party within 30 days from the date of the statement.

10.5 Disclaimer of Other PG&E Representations and Warranties.

EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, PG&E MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO ANY OF THE ASSETS OR AS TO THE RISKS AND OTHER INCIDENTS OF ANY OF THE ASSETS.

WITHOUT LIMITING THE FOREGOING, AND EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, PG&E MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, USAGE OR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE ASSETS OR ANY PART THEREOF, OR AS

TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, OR COMPLIANCE OF SUCH PROPERTIES OR ASSETS WITH ANY LAWS, INCLUDING ENVIRONMENTAL LAWS, OR AS TO THE CONDITION OF ANY OF THE ASSETS OR ANY PART THEREOF, ANY SUCH REPRESENTATIONS AND WARRANTIES BEING HEREBY EXPRESSLY DISCLAIMED.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, THE ASSETS ARE SOLD "AS IS, WHERE IS" ON THE CLOSING DATE, AND IN THEIR RESPECTIVE CONDITION ON SUCH CLOSING DATE "WITH ALL FAULTS."

WITHOUT LIMITING THE FOREGOING, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NO MATERIAL OR INFORMATION PROVIDED BY OR COMMUNICATIONS BY PG&E OR ITS REPRESENTATIVES TO PURCHASER, WILL CAUSE OR CREATE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, CONDITION, VALUE OR QUALITY OF ANY OF THE ASSETS OR ANY PART THEREOF.

ANY AND ALL DOCUMENTS AND OTHER MATERIALS PROVIDED TO PURCHASER BY OR ON BEHALF OF PG&E (COLLECTIVELY, "DUE DILIGENCE MATERIALS") WERE MADE AVAILABLE TO PURCHASER AS A COURTESY, AND THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, PG&E DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF THE DUE DILIGENCE MATERIALS, AND PURCHASER AGREES THAT IT HAS NOT BEEN AUTHORIZED TO RELY UPON THE DOCUMENTS, REPORTS AND OTHER MATERIALS INCLUDED IN THE DUE DILIGENCE MATERIALS AND THAT PG&E SHALL HAVE NO LIABILITY FOR THE CONTENTS AND ACCURACY OF THE DUE DILIGENCE MATERIALS. PURCHASER ACKNOWLEDGES AND AGREES THAT PG&E AND ITS AFFILIATES HAVE GONE THROUGH NUMEROUS MANAGEMENT CHANGES AND PERSONNEL CHANGES OVER THE YEARS, AND THE EMPLOYEES WHO CURRENTLY MANAGE THE ASSETS MAY HAVE LITTLE OR NO KNOWLEDGE OF THE LOCATION OR CONTENTS OF THE FILES AND RECORDS RELATING TO THE ASSETS. IN LIGHT OF THE VOLUMINOUS FILES AND RECORDS OF PG&E, AND THE UNCERTAINTY OF THE LOCATION OR CONTENT OF SUCH FILES, PURCHASER ACKNOWLEDGES AND AGREES THAT IT WILL RELY SOLELY ON ITS OWN INVESTIGATIONS, WHICH MAY INCLUDE THE MATERIALS PROVIDED BY PG&E, IN MAKING ITS DECISION TO COMPLETE THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10.6 Disclaimer of Other Purchaser Representations and Warranties. EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, PURCHASER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THIS ACQUISITION OR AS TO THE RISKS AND OTHER INCIDENTS OF ANY OF THE ASSETS.

10.7 Transfer and Amendment. To the extent that Governmental Rules do not permit, prior to or by the Closing, the transfer, amendment or issuance in the name of Purchaser of any

Governmental Approval or Permit required to be transferred from PG&E to Purchaser hereunder and Purchaser is not a co-holder thereof, then the Parties shall use Commercially Reasonable Efforts to prepare and submit prior to or at the Closing all applications, documentation, amendments, certifications or other filings requested or required by Governmental Rules or Governmental Authorities to obtain such transfer, amendment or re-issuance of such Governmental Approval or Permit. The Parties use of such Commercially Reasonable Efforts and submission of such documents by the Closing, together with the Parties' commitments under Section 10.8(c) shall satisfy the condition precedent in Section 5.9 (Governmental Approvals, Permits and Consents) with respect to any such Governmental Approval or Permit. Each Party shall provide such cooperation as may be reasonably requested by the other Party, prior to and after the Closing Date, to assist the requesting Party with transferring, amending, or issuing in the name of Purchaser any such Governmental Approval or Permit, and shall cooperate with the requesting Party in executing such applications and other documents as are required to effectuate any transfers (or issuance, as applicable) thereof to Purchaser.

10.8 Post-Closing Maintenance and Assignments; Further Assurances.

(a) Election for Maintenance Agreement. No later than ninety (90) calendar days prior to the expected date for the Closing, Purchaser may elect by written notice to PG&E to initiate negotiations for a maintenance agreement with PG&E with respect to the Project. If Purchaser makes this election, the Parties shall engage in negotiations for such a maintenance agreement. In the event the Parties successfully negotiate and agree to execute such maintenance agreement ("Maintenance Agreement"), each Party shall deliver a duly authorized executed version of the Maintenance Agreement to the other Party promptly following its respective execution; provided that, the respective deliveries of such executed Maintenance Agreement shall not be a condition precedent to, or delay in any way, the Closing.

(b) In-Progress Work. Upon the Closing, Purchaser shall assume and retain the obligations and liabilities for all work and activities then in-progress by PG&E relating to the Assets ("In-Progress Work"), with the exception of all work and activities related to Pre-Closing Interconnection Facilities and Post-Closing Interconnection Facilities and as otherwise specified in this Agreement. PG&E shall coordinate with Purchaser regarding any In-Progress Work, as provided in Section 3.1. No later than ninety (90) calendar days prior to the expected date for the Closing, PG&E shall provide to Purchaser a list of any In-Progress Work and thereafter provide to Purchaser on a monthly basis any updates to such list up to the Closing Date. No less than five (5) Business Days following the Closing Date, the Parties shall meet and confer with the objective to develop a plan to transfer, to the extent practicable, In-Progress Work from PG&E to Purchaser, and to provide Purchaser with applicable records or documentation of such In-Progress Work. The transfer of In-Progress Work shall be conducted in good faith and in such a manner and time frame as to result in a timely, cost-effective and functionally viable transition for both Parties. Consistent with Section 2.3(a) (Assumption of Liabilities and Obligations), PG&E shall be responsible for the costs incurred prior to the Closing Date for In-Progress Work and Purchaser shall be responsible for the costs incurred on, from and after the Closing Date for In-Progress Work, including the costs incurred by PG&E to continue the performance of any In-Progress Work on behalf of Purchaser after the Closing Date.

(c) Post-Closing Cooperation and Obligations.

(i) In the event that any Governmental Approval, Permit, Consent or agreement required to be conveyed or otherwise transferred by PG&E to Purchaser at the Closing is not issued in the name of Purchaser at or before the Closing, and if Purchaser nevertheless proceeds to Closing, PG&E agrees to maintain in effect, for a reasonable period, such Governmental Approval, Permit, Consent or agreement for the benefit of and at the expense of Purchaser, and Purchaser agrees to perform all obligations and to bear all liabilities under such Governmental Approval, Permit, Consent or agreement, until an applicable amendment or replacement Governmental Approval, Permit, Consent or agreement has been approved by the relevant Governmental Authority or Person and such amendment or replacement has been issued to or received by Purchaser as the Person authorized under such Governmental Approval, Permit, Consent or agreement, as applicable. The obligations of the Parties in this subsection (i) shall survive the Closing and remain in effect until satisfied.

(ii) From time to time following the Closing Date, PG&E shall execute, acknowledge and deliver such additional documents, instruments of conveyance, transfer, assignment or assurance, and take such other action as Purchaser may reasonably request to more effectively assign, convey and transfer to Purchaser the entirety of the Assets and fully vest title in Purchaser with respect to the Assets as provided in this Agreement. Without limiting the generality of the foregoing, after the Closing Date and upon the discovery by PG&E of any items included within the definition of the Assets, but not transferred, conveyed or assigned to or assumed by Purchaser in the Bill of Sale, the Assignment and Assumption Agreement, the Deed, the Assignment of Reserved Rights (U.C. Parcel) or any other applicable instrument of conveyance, PG&E shall (1) promptly deliver written notice to Purchaser of the existence and non-transfer or non-assumption of such item and (2) subsequently transfer, convey or assign to Purchaser such item in a manner consistent with this Agreement as if it were a part of the assets transferred under the Agreement as of the Closing Date. The obligations of the Parties in this subsection (ii) shall survive the Closing and remain in effect until satisfied.

(iii) After the Closing, PG&E shall notify all relevant Governmental Authorities and all third Persons from whom Consents have been obtained or to whom notice must be given of the change in ownership of the Assets resulting from the Acquisition contemplated herein, in each case to the extent required by Governmental Rules or the agreements to which such Consents relate. The obligations of the Parties in this subsection (iii) shall survive the Closing and remain in effect until satisfied.

(iv) If, after the Closing, there are Post-Closing Interconnection Facilities that need to be installed with respect to the Project, PG&E shall deliver notice to Purchaser under Section 12.11 identifying the Post-Closing Interconnection Facilities and the estimated time period for installation ("Post-Closing Interconnection Upgrade Notice"). Installation of the Post-Closing Interconnection Facilities shall be at PG&E's sole cost and expense. PG&E shall use Commercially Reasonable Efforts to complete the installation of the Post-Closing Interconnection Facilities within a reasonable time period. Purchaser agrees to undertake and effectuate any outages at the Project that PG&E reasonably determines are necessary in order to install the Post-Closing Interconnection Facilities. PG&E shall deliver notice to Purchaser under Section 12.11 certifying the completion of the installation of the Post-Closing

Interconnection Facilities. Delivery of such notice shall be deemed to constitute PG&E's compliance with its obligation to install the Post-Closing Interconnection Facilities identified in the Post-Closing Interconnection Upgrade Notice. In the event the Small Generator Interconnection Agreement requires amendment as a result of the installation of any Post-Closing Interconnection Facilities, the Parties agree promptly to negotiate the required amendment and execute an amended Small Generator Interconnection Agreement in accordance therewith. The obligations of the Parties in this subsection (iv) shall survive the Closing and remain in effect unless and until PG&E delivers notice to Purchaser stating that no Post-Closing Interconnection Facilities need to be installed with respect to the Project. Section 11.4(a) of this Agreement shall not apply to any breach or default by PG&E of its obligation to pay for the installation of any Post Closing Interconnection Facilities pursuant to this subsection (iv).

(v) Purchaser shall comply with any Post-Closing Project Operating Requirements identified in the notice delivered by PG&E to Purchaser pursuant to Section 3.1(h). The obligations of Purchaser in this subsection (v) shall survive the Closing for that time period identified in such notice delivered by PG&E to Purchaser pursuant to Section 3.1(h). In the event that Purchaser fails to comply with any Post-Closing Project Operating Requirements, PG&E shall have the right to disconnect the Project, as more specifically set forth in the Small Generator Interconnection Agreement.

(d) Scheduling Coordinator Services. No later than ninety (90) calendar days prior to the expected date for the Closing, Purchaser may elect by written notice to PG&E to initiate negotiations for a scheduling coordinator agreement with PG&E with respect to the Project. If Purchaser makes this election, the Parties shall engage in negotiations for such agreement. In the event the Parties successfully negotiate and agree to execute such agreement ("Scheduling Coordinator Agreement"), each Party shall deliver a duly authorized executed version of the Scheduling Coordinator Agreement to the other Party promptly following its respective execution; provided that, the respective deliveries of such executed Scheduling Coordinator Agreement shall not be a condition precedent to, or delay in any way, the Closing.

10.9 Disclosure Requirements. PG&E is, or may be, required under California law to disclose if the Fee Parcel lie within the following natural hazard areas or zones (a) a special flood hazard area designated by the Federal Emergency Management Agency (Government Code Section 8589.3); (b) an area of potential flooding shown on a dam failure inundation map (Government Code Section 8589.4); (c) a very high fire hazard severity zone ("Fire Hazard Severity Zone") (Government Code Section 51183.5); (d) a wildland area that may contain substantial forest fire risks and hazards ("Wildland Fire Zone") (Public Resources Code Section 4136); (e) an earthquake fault zone (Public Resources Code Section 2621.9); or (f) a seismic hazard zone (Public Resources Code Section 2694). Purchaser acknowledges and understands that (i) if the Fee Parcel are located in a Fire Hazard Severity Zone, the owner is subject to the maintenance requirements of Government Code Section 51182; and (ii) if the Fee Parcel are located in a Wildland Fire Zone, it is subject to the maintenance requirements of Public Resources Code Section 4291, and it is not the State of California's responsibility to provide fire protection services to any building or structure located within a Wildland Fire Zone unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Public Resources Code Section 4142. In addition, if the Fee Parcel are situated in one

or more of the hazard zones described above, the ability to improve the Fee Parcel, obtain insurance, or receive assistance after a disaster may be limited. Purchaser further acknowledges that the maps on which the natural hazard disclosures are based only estimate where natural hazards exist, and are not definitive indicators of whether or not a property will be affected by a natural disaster. PG&E has employed the services of a Natural Hazards Expert to examine the maps and other information specifically made available to the public by government agencies for the purpose of enabling PG&E to fulfill the foregoing disclosure obligations. A copy of the Natural Hazards Report has been provided to Purchaser. Purchaser acknowledges that the Natural Hazards Report deals with matters within the scope of the Natural Hazards Expert's professional license or expertise. PG&E shall not be liable for any error, inaccuracy or omission of any information relating to natural hazards disclosures not within its personal knowledge. Except as expressly provided herein, PG&E has made no representations regarding the seismic, geologic or other natural hazards affecting the Fee Parcel, or the effect thereof on the future use or development thereof, and Purchaser should make its own inquiry and investigation of such hazards. Further, Purchaser hereby waives, to the fullest extent permitted by law, any other disclosure requirements relating to natural hazards imposed on PG&E by California law.

10.10 Environmental Matters. From the Closing Date until the conclusion of the PG&E Remediation Period, PG&E shall undertake and pay for Remediation of any Pre-Closing Environmental Condition to the extent that Remediation is required under Environmental Laws, subject to the following conditions:

(a) Purchaser has provided PG&E with written notice within the PG&E Remediation Period of the existence of the Pre-Closing Environmental Condition; and

(b) Purchaser's written notice of the Pre-Closing Environmental Condition specifies, in reasonable detail, the facts known to Purchaser regarding the existence of the Pre-Closing Environmental Condition and includes the results of independent laboratory tests evidencing the presence of Hazardous Substances at the Fee Parcels.

10.11 PG&E Training. Prior to the Closing and for one year after the Closing Date, PG&E will provide up to 80 hours of PG&E labor during normal business hours for its employees to train Purchaser and its staff in the operation and maintenance of the Project and related tasks. Purchaser acknowledges that Purchaser's personnel shall remain Purchaser's employees or agents at all times and that PG&E will not be responsible for the conduct or safety of Purchaser's personnel. If Purchaser desires training assistance, it will provide its preferred schedule for training at least 30 days in advance. PG&E will notify Purchaser as soon as possible if it cannot accommodate Purchaser's preferred schedule so that training can be rescheduled. PG&E reserves the right to cancel scheduled training without notice in the event of emergencies or unexpected unavailability of personnel.

ARTICLE 11

SURVIVAL AND INDEMNIFICATION

11.1 Survival of the Parties' Representations, Warranties and Covenants. The representations and warranties of PG&E and Purchaser contained in this Agreement or in any instrument delivered in connection herewith shall survive the Closing only until the expiration of six (6) months after the Closing Date. Unless a specified survival period is otherwise set forth in this Agreement (in which event such specified period will control), the covenants in this Agreement or in any instrument delivered in connection herewith shall survive the Closing and remain in effect until six (6) months after the Closing Date. Any indemnification claim that is not asserted by a Notice of Claim (given as herein provided) relating thereto within the applicable survival period specified above may not be pursued and is hereby irrevocably waived after such period. Any Third Party Claim for an Indemnifiable Loss asserted within such period of survival as herein provided will be timely made for purposes hereof.

11.2 Indemnification by PG&E.

(a) Purchaser Claims. Except as otherwise provided in Section 11.2(b) (PG&E's Exceptions) and subject to the limitations set forth in this Article XI, PG&E shall indemnify, defend and hold harmless Purchaser and each of its officers, directors, employees, attorneys, agents and successors and assigns (collectively, "Purchaser Group"), from and against any and all damages, claims, losses, liabilities, obligations, costs and expenses, including reasonable legal, accounting and other expenses, and the costs and expenses (collectively, "Damages") of any and all actions, suits, proceedings, demands, assessments, judgments, settlements and compromises, which arise out of or relate to the following (collectively, "Purchaser Claims"):

(i) any breach or violation by PG&E of this Agreement;

(ii) any breach of the representations or warranties of PG&E set forth in Article VIII;

(iii) any loss or damage directly resulting from PG&E's ownership, operation, or maintenance or management of the Excluded Assets;

(iv) any personal injury or death to a third party or property damage that (1) occurs before the Closing Date and (2) was caused or ultimately determined to be caused directly or indirectly by PG&E's operation, or maintenance, or management of the Project; or

(v) any Retained Liabilities.

(b) PG&E's Exceptions. Purchaser Claims shall not include any damages, claims, losses, liabilities and expenses to the extent Purchaser has agreed to provide indemnification therefore pursuant to Section 11.3 (Indemnification by Purchaser), which Purchaser has agreed to assume pursuant to this Agreement, or which result from Purchaser's negligence or willful misconduct.

11.3 Indemnification by Purchaser.

(a) PG&E Claims. Except as otherwise specifically provided in Section 11.3(b) and subject to the limitations set forth in this Article XI, Purchaser shall indemnify,

defend and hold harmless PG&E and its parents and Affiliates and each of their officers, directors, employees, attorneys, agents and successors and assigns (collectively, "Seller Group"), from and against any and all Damages of any and all actions, suits, proceedings, demands, assessments, judgments, settlements and compromises, which arise out of or relate to the following (collectively, "Seller Claims"):

(i) any breach or violation by Purchaser of this Agreement;

(ii) any breach of the representations or warranties of Purchaser set forth in Article IX;

(iii) Purchaser's ownership, operation, maintenance or use of any of the Assets; or

(iv) any Assumed Liabilities.

(b) Purchaser Exceptions. Seller Claims shall not include any damages, claims, losses, liabilities and expenses to the extent PG&E has agreed to provide indemnification therefor pursuant to Section 11.2 (Indemnification by PG&E), which PG&E has agreed to assume pursuant to this Agreement, or which result from PG&E's negligence or willful misconduct.

11.4 Each Party's Limitation of Liability to the Other Party/Liquidated Damages.

Except as expressly provided elsewhere in this Agreement

(a) Of PG&E. PG&E's aggregate liability to Purchaser and any member of the Purchaser Group for Damages incurred by Purchaser or any member of the Purchaser Group under Section 11.2 (Indemnification by PG&E) or otherwise for a breach or default of this Agreement, whether as a result of a single claim or multiple claims, shall be limited to the amount of Two Hundred Thousand Dollars (US $200,000) in the aggregate for all such breaches or defaults, together with any interest recoverable thereon pursuant to this Agreement or applicable law. The limitations contained in this section shall apply to claims of any nature against PG&E including indemnification obligations, except for those indemnification obligations under Section 11.2(a) for breaches of any representations, warranties or covenants in this Agreement which breach is the result of or arises out of fraud, intentional misrepresentation or intentional torts of PG&E.

(b) Of Purchaser. Purchaser's aggregate liability to PG&E and any member of the Seller Group for Damages incurred by PG&E or any member of the Seller Group under Section 11.3 (Indemnification by Purchaser) or otherwise for a breach or default of this Agreement, whether as a result of a single claim or multiple claims, shall be limited to the amount of Two Hundred Thousand Dollars (US $200,000) in the aggregate for all such breaches or defaults, together with any interest recoverable thereon pursuant to this Agreement or applicable law. The limitations contained in this section shall apply to claims of any nature against Purchaser including indemnification obligations, except for those indemnification obligations under Section 11.3(a) for breaches of any representations, warranties or covenants in this Agreement which breach is the result of or arises out of fraud, intentional misrepresentation or intentional torts of Purchaser.

(c) Liquidated Damages.

(i) Notwithstanding Section 11.4(a) and, in the event Purchaser terminates this Agreement because of a breach or default of PG&E prior to the Closing, PG&E shall pay to Purchaser as liquidated damages a sum equal to Two Hundred Thousand Dollars (US $200,000). PG&E shall make such payment no later than five (5) Business Days following the date of termination in the form of a wire transfer in United States dollars in immediately available funds to the account(s) designated by Purchaser. Purchaser's receipt of such payment shall be its sole remedy for such breach or default by PG&E prior to the Closing, in lieu of any other damages, monetary relief, or other remedy to which it otherwise might be entitled under this Agreement or at law on account of any such default. The Parties have determined and agree that the actual amount of damage that would be suffered by Purchaser as a result of such a default by PG&E is difficult or impracticable to determine as of the Execution Date and that the amount of the liquidated damages is a reasonable estimate of the amount of such damages.

(ii) Notwithstanding Section 11.4(b) and, in the event PG&E terminates this Agreement because of a breach or default of Purchaser prior to the Closing, Purchaser shall pay to PG&E as liquidated damages a sum equal to Two Hundred Thousand Dollars (US $200,000). Purchaser shall make such payment no later than five (5) Business Days following the date of termination in the form of a wire transfer in United States dollars in immediately available funds to the account(s) designated by PG&E. PG&E's receipt of such payment shall be its sole remedy for such breach or default by Purchaser prior to the Closing, in lieu of any other damages, monetary relief, or other remedy to which it otherwise might be entitled under this Agreement or at law on account of any such default. The Parties have determined and agree that the actual amount of damage that would be suffered by PG&E as a result of such a default by Purchaser is difficult or impracticable to determine as of the Execution Date and that the amount of the liquidated damages is a reasonable estimate of the amount of such damages.

11.5 Insurance Recovery. The amount of Damages for which a Party may be liable under this Agreement for a given claim shall be reduced dollar for dollar by the amount of Damages recovered by the Party seeking indemnity from an insurer or other third party with respect to such claim; provided, that a Party need not collect its claims or exhaust its rights to a claim with an insurer prior to receipt of the indemnity hereunder.

11.6 Notice of Claim. Subject to the terms of this Agreement and upon obtaining knowledge of a claim for which it is entitled to indemnity under this Article XI, the Party seeking indemnification hereunder ("Indemnitee") shall promptly notify the Party against whom indemnification is sought ("Indemnitor") in writing of any damage, claim, loss, liability or expense which the Indemnitee has determined has given or could give rise to a claim under Section 11.2 or Section 11.3 (such written notice is referred to as a "Notice of Claim"). A Notice of Claim shall specify, in reasonable detail, the facts known to the Indemnitee regarding the claim. Subject to the terms of this Agreement, the failure to provide (or timely provide) a Notice of Claim shall not affect the Indemnitee's rights to indemnification, except as otherwise provided by the specific time frames set forth in this Article XI; provided, however, the Indemnitor is not obligated to indemnify the Indemnitee for the increased amount of any claim which would otherwise have been payable to the extent that the increase resulted from the failure to deliver timely a Notice of Claim.

11.7 Defense of Third Party Claims.

(a) Notice of Claim. If an Indemnitee receives notice of the assertion or commencement of a Third Party Claim against it with respect to which an Indemnitor is obligated to provide indemnification under this Agreement, such Indemnitee shall give such Indemnitor a Notice of Claim as promptly as practicable, but in any event not later than ten (10) calendar days after such Indemnitee's receipt of notice of such Third Party Claim. Such Notice of Claim shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate, if reasonably practicable, the estimated amount of the Indemnifiable Loss that has been or may be sustained by the Indemnitee. The Indemnitor shall have the right to participate in, or, by giving written notice to the Indemnitee, to assume the defense of any Third Party Claim at such Indemnitor's own expense and by such Indemnitor's own counsel (as is reasonably satisfactory to the Indemnitee), and the Indemnitee shall cooperate in good faith in such defense.

(b) Defense of Claim. If, within ten (10) calendar days after giving a Notice of Claim regarding a Third Party Claim to an Indemnitor pursuant to Section 11.7(a), an Indemnitee receives written notice from such Indemnitor that the Indemnitor has elected to assume the defense of such Third Party Claim as provided in the last sentence of Section 11.7(a), the Indemnitor shall not be liable for any legal expenses subsequently incurred by the Indemnitee in connection with the defense thereof; provided, however, that if the Indemnitor fails to take reasonable steps necessary to defend diligently such Third Party Claim within ten (10) calendar days after receiving written notice from the Indemnitee that the Indemnitee believes the Indemnitor has failed to take such steps, or if the Indemnitor has not undertaken fully to indemnify the Indemnitee in respect of all Indemnifiable Losses relating to the matter, the Indemnitee may assume its own defense, and the Indemnitor shall be liable for all reasonable costs or expenses, including attorneys' fees, paid or incurred in connection therewith. Without the prior written consent of the Indemnitee, the Indemnitor shall not enter into any settlement of any Third Party Claim which would lead to liability or create any financial or other obligation on the part of the Indemnitee for which the Indemnitee is not entitled to indemnification hereunder; provided, however, that the Indemnitor may accept any settlement without the consent of the Indemnitee if such settlement provides a full release to the Indemnitee and no requirement that the Indemnitee acknowledge fault or culpability. If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnitee for which the Indemnitee is not entitled to indemnification hereunder and the Indemnitor desires to accept and agrees to such offer, the Indemnitor shall give written notice to the Indemnitee to that effect. If the Indemnitee fails to consent to such firm offer within ten (10) calendar days after its receipt of such notice, the Indemnitee may continue to contest or defend such Third Party Claim and, in such event, the maximum liability of the Indemnitor to such Third Party Claim shall be the amount of such settlement offer, plus reasonable costs and expenses paid or incurred by the Indemnitee up to the date of such notice.

(c) Failure to Provide Notice. A failure to give timely notice or to include any specified information in any notice as provided in Sections 11.7(a) or 11.7(b) shall not affect the rights or obligations of any Party hereunder except and only to the extent that, as a result of such failure, any Party which was entitled to receive such notice was deprived of its

right to recover any payment under its applicable insurance coverage or was otherwise materially damaged as a direct result of such failure.

(d) Direct Claims. Any Direct Claim must be asserted by giving the Indemnitor written notice thereof, stating the nature of such claim in reasonable detail and indicating the estimated amount, if practicable. The Indemnitor shall have a period of sixty (60) calendar days from receipt of such notice within which to respond to such Direct Claim. If the Indemnitor does not respond within such sixty-day period, the Indemnitor shall be deemed to have accepted such Direct Claim. If the Indemnitor rejects such Direct Claim, the Indemnitee shall be free to seek enforcement of its rights to indemnification under this Agreement.

(e) Subrogation of Rights. Upon making any indemnity payment, the Indemnitor shall, to the extent of such indemnity payment, be subrogated to all rights of the Indemnitee against any third party in respect of the Indemnifiable Loss to which the indemnity payment relates; provided that (i) the Indemnitor is in compliance with its obligations under this Agreement in respect of such Indemnifiable Loss, and (ii) until the Indemnitee recovers full payment of its Indemnifiable Loss, any and all claims of the Indemnitor against any such third party on account of said indemnity payment are hereby made expressly subordinated and subjected in right of payment to the Indemnitee's rights against such third party. Without limiting the generality or effect of any other provision hereof, each such Indemnitee and Indemnitor shall execute upon request all instruments reasonably necessary to evidence and perfect the above-described subrogation and subordination rights.

ARTICLE 12

MISCELLANEOUS AGREEMENTS AND ACKNOWLEDGMENTS

12.1 Expenses. Except as otherwise provided herein, each Party is responsible for its own costs and expenses (including attorneys' and consultants' fees, costs and expenses) incurred in connection with this Agreement and the consummation of the Acquisition contemplated by this Agreement.

12.2 Entire Document. This Agreement (including the Exhibits and Schedules to this Agreement) contains the entire agreement between the Parties with respect to the Acquisition contemplated hereby, and supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the Execution Date of this Agreement, written or oral. No waiver and no modification or amendment of any provision of this Agreement is effective unless made in writing and duly signed by the Parties referring specifically to this Agreement, and then only to the specific purpose, extent and interest so provided.

12.3 Exhibits and Schedules. The Exhibits and Schedules delivered pursuant to the terms of this Agreement are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

12.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument. Counterparts may be delivered by electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civ. Code Section 1633.1, et seq.) or other applicable law) or other agreed transmission method and any other counterpart so delivered shall have the same legal effect as an original.

12.5 Severability. If any provision hereof is held invalid or unenforceable by any arbitrator or court or as a result of future legislative action, this holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof.

12.6 Assignability. This Agreement is binding upon and inures to the benefit of the successors and assigns of the Parties, but is not assignable by any Party without the prior written consent of the other Party, which consent may be granted or withheld in such Party's sole discretion. Any such assignment is conditioned on the assignee's agreement in writing to assume the assigning Party's duties and obligations under this Agreement. Any assignment effected in accordance with this Section 12.6 shall not relieve the assigning Party of its obligations and liabilities under this Agreement unless otherwise agreed by the Parties.

12.7 Captions. The captions of the various Articles, Sections, Exhibits and Schedules of this Agreement have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions of this Agreement.

12.8 Governing Law. The validity, interpretation and effect of this Agreement are governed by and shall be construed in accordance with the laws of the State of California applicable to contracts made and performed in such State and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by Federal law.

12.9 Dispute Resolution.

(a) Intent of the Parties. Except as provided in the next sentence, the sole procedure to resolve any claim arising out of or relating to this Agreement is the dispute resolution procedure set forth in this Section 12.9. Either Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm or preserve the status quo, in which case both Parties nonetheless shall continue to pursue resolution of the dispute by means of this procedure.

(b) Management Negotiations.

(i) The Parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations between each Party's Authorized Representative, or such other person designated in writing as a representative of the Party (each, a "Manager"). Either Manager may request a meeting (such meeting to be held in person or telephonically) to initiate negotiations to be held within ten (10) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) Business Days of their first meeting ("Initial Negotiation End Date"), the Managers shall refer the matter to the designated senior officers of their respective companies ("Executive(s)"), who shall have authority to settle the dispute. Within five (5) Business Days of

the Initial Negotiation End Date ("Referral Date"), each Party shall provide one another written notice confirming the referral and identifying the name and title of the Executive who will represent the Party.

(ii) Within five (5) Business Days of the Referral Date the Executives shall establish a mutually acceptable location and date, which date shall not be greater than thirty (30) calendar days from the Referral Date, to meet. After the initial meeting date, the Executives shall meet, as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

(iii) All communication and writing exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process between the Parties.

(iv) If the matter is not resolved within forty-five (45) calendar days of the Referral Date, or if the Party receiving the written request to meet, pursuant to subsection (i) above, refuses or does not meet within the ten (10) Business Day period specified in subsection (i) above, either Party may initiate mediation of the controversy or claim according to the terms of the following Section 12.9(c).

(c) Mediation and Arbitration. If the dispute cannot be so resolved by negotiation as set forth in Section 12.9(b) above, it shall be resolved at the request of either Party through a two-step dispute resolution process administered by JAMS. As the first step the Parties agree to mediate any controversy before a mediator from the JAMS, pursuant to the applicable JAMS commercial mediation rules, in San Francisco, California. Either Party may begin mediation by serving a written demand for mediation. The mediator shall not have the authority to require, and neither Party may be compelled to engage in, any form of discovery prior to or in connection with the mediation. If within sixty (60) calendar days after service of a written demand for mediation, the mediation does not result in resolution of the dispute, then the controversy shall be settled by arbitration conducted by a retired judge or justice from JAMS conducted in San Francisco, California, administered by and in accordance with the applicable JAMS commercial arbitration rules ("Arbitration"). The period commencing from the date of the written demand for mediation until the appointment of a mediator shall be included within the sixty (60) day mediation period. Any mediator(s) and arbitrator(s) shall have no affiliation with, financial or other interest in, or prior employment with either Party and shall be knowledgeable in the field of the dispute. Either Party may initiate arbitration by filing with JAMS a notice of intent to arbitrate within sixty (60) calendar days of service of the written demand for mediation.

(d) Arbitration Procedures. At the request of a Party, the arbitrator shall have the discretion to order depositions of witnesses to the extent the arbitrator deems such discovery relevant and appropriate. Depositions shall be limited to a maximum of three (3) per Party and shall be held within thirty (30) calendar days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. Each deposition shall be limited to a maximum of six (6) hours duration unless otherwise permitted by the arbitrator for good cause shown. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary

and confidential information. The arbitrator shall also have discretion to order the Parties to exchange relevant documents. The arbitrator shall also have discretion to order the Parties to answer interrogatories, upon good cause shown.

(i) Each of the Parties shall submit to the arbitrator, in accordance with a schedule set by the arbitrator, offers in the form of the award it considers the arbitrator should make. If the arbitrator requires the Parties to submit more than one such offer, the arbitrator shall designate a deadline by which time the Parties shall submit their last and best offer. In such proceedings the arbitrator shall be limited to awarding only one of the two "last and best" offers submitted, and shall not determine an alternative or compromise remedy.

(ii) The arbitrator shall have no authority to award punitive or exemplary damages or any other damages other than direct and actual damages and the other damages contemplated by this Agreement.

(iii) The arbitrator's award shall be made within nine (9) months of the filing of the notice of intention to arbitrate (demand) and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the Parties or by the arbitrator, if necessary. The San Francisco County Superior Court may enter judgment upon any award rendered by the arbitrator. The Parties are aware of the decision in Advanced Micro Devices, Inc. v. Intel Corp., 9 Cal. 4th 362 (1994), and, except as modified by this Agreement, intend to limit the power of the arbitrator to that of a Superior Court judge enforcing California law. The prevailing Party in this dispute resolution process is entitled to recover its costs and reasonable attorneys' fees.

(iv) The arbitrator shall have the authority to grant dispositive motions prior to the commencement of or following the completion of discovery if the arbitrator concludes that there is no material issue of fact pending before him.

Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

12.10 No Consequential Damages. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, EXCEPT UNDER ARTICLE XI IN RESPECT OF THIRD PARTY CLAIMS. UNLESS EXPRESSLY HEREIN PROVIDED, AND SUBJECT TO THE PROVISIONS OF ARTICLE XI, IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES, INCLUDING THE LIMITATIONS OF LIABILITY AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES, BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE, AND SHALL APPLY IRRESPECTIVE OF WHETHER A PARTY OR ANY AFFILIATE THEREOF, OR ANY PARTNER, MEMBER, SHAREHOLDER, OFFICER, DIRECTOR OR

EMPLOYEE OF A PARTY OR AN AFFILIATE THEREOF, ASSERTS A THEORY OF LIABILITY IN CONTRACT, TORT, NEGLIGENCE, MISREPRESENTATION (INCLUDING NEGLIGENT MISREPRESENTATION), STRICT LIABILITY, STATUTORY LIABILITY, OR ANY THEORY OF LIABILITY BUT EXCLUDING ANY CAUSE OR CAUSES THAT ARISE OUT OF FRAUD, INTENTIONAL MISREPRESENTATION OR INTENTIONAL TORTS.

12.11 Notices. All notices, requests, demands and other communications under this Agreement must be in writing and must be delivered in person or sent by overnight delivery using a nationally recognized delivery service, or by electronic mail (with a copy of the notice given no later than the next Business Day in one of the other forms described in this Section 12.11), and properly addressed as follows:

If to PG&E:

Stephanie Maggard, Senior Director, Power Generation Planning
Pacific Gas and Electric Company
12840 Bill Clark Way
Auburn, CA 95602
Email: stephanie.maggard@pge.com

With copies to:

Jason Hannigan, Chief Counsel
Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612
Email: jason.hannigan@pge.com

If to Purchaser:

Wayne L. Rogers
Chairman
Hamilton Branch Hydro, LLC
191 Main St, 3rd Fl Annapolis, MD 21401
Email: wrogers@synergics.com

With copies to:

Shelly Malik
Davis Wright Tremaine LLP
50 California Street, 23rd Floor
San Francisco, CA 94111
Email: shellymalik@dwt.com

Any Party may from time to time change its address for the purpose of notices to that Party by a similar notice specifying a new address, but no such change is effective until it is actually received by the Party sought to be charged with its contents.

All notices and other communications required or permitted under this Agreement which are addressed as provided in this Section 12.11 are effective upon delivery, provided that in the case of a notice sent by electronic mail a copy of the notice given is sent no later than the next Business Day following the date on which the electronic mail was sent in one of the other forms described in this Section 12.11.

12.12 Termination.

(a) Rights To Terminate. This Agreement may, by written notice given to the non-terminating Party on or prior to the Closing Date or within any other specific time period set forth below after the occurrence of the event giving rise to the Party's right to terminate, in the manner provided in this Section 12.12, be terminated at any time prior to the Closing Date as provided below:

(i) by PG&E if there has been a material misrepresentation or a material default or breach by Purchaser with respect to any of Purchaser's representations and warranties in this Agreement or the due and timely performance of any of Purchaser's covenants and agreements contained in this Agreement, and such misrepresentation, default or breach is not cured (1) within ten (10) calendar days of written notice from PG&E specifying particularly such misrepresentation, default or breach in the case of any of Purchaser's payment obligations, or (2) within thirty (30) calendar days of written notice from PG&E specifying particularly such misrepresentation, default or breach in all other cases; provided, however, no right of termination shall arise under this subsection (2) if such misrepresentation, default or breach is not able to be cured in such thirty-day period, and Purchaser is in the process of curing the misrepresentation, default or breach in such thirty-day period and shall have cured the misrepresentation, default or breach within ninety (90) calendar days of written notice from PG&E thereof;

(ii) by Purchaser if there has been a material misrepresentation or a material default or breach by PG&E with respect to PG&E's representations and warranties in this Agreement or the due and timely performance of PG&E's covenants and agreements contained in this Agreement, and such misrepresentation, default or breach is not cured (1) within ten (10) calendar days of written notice from Purchaser specifying particularly such misrepresentation, default or breach in the case of any of PG&E's payment obligations, or (2) within thirty (30) calendar days of written notice from Purchaser specifying particularly such misrepresentation, default or breach in all other cases, provided, however, no right of termination shall arise under this subsection (2) if such misrepresentation, default or breach is not able to be cured in such thirty-day period, and PG&E is in the process of curing the misrepresentation, default or breach in such thirty-day period and shall have cured the misrepresentation, default or breach within ninety (90) calendar days of written notice from Purchaser thereof;

(iii) by Purchaser or PG&E if a Catastrophic Failure has occurred and an Election to Terminate has been made in accordance with Section 3.6;

(iv) by Purchaser if it has made an election to terminate in accordance with Section 3.7(b) or Section 10.1;

(v) as provided in the opening paragraph of Article VIII; or

(vi) by mutual agreement of the Parties.

(b) Effect of Termination. If this Agreement is terminated pursuant to Section 12.12(a), all further obligations and liabilities of the Parties hereunder shall terminate, except (i) as otherwise contemplated by this Agreement, (ii) for the obligations set forth in Section 3.5 (Publicity), Section 10.2 (Confidentiality), Article XI (Indemnification), and Article XII (Miscellaneous Agreements and Acknowledgements), and (iii) for the obligations of the Parties set forth in the Confidentiality Agreement; provided, that if such termination is the result of a misrepresentation or default or breach by a Party under this Agreement, the other Party shall have the right to exercise any and all rights and remedies, including the recovery of Damages permitted under this Agreement or available at law or in equity, subject to the limitations of liability set forth in Section 11.4 (Each Party's Limitation of Liability to the Other Party/Liquidated Damages) and Section 12.10 (No Consequential Damages).

12.13 No Third Party Beneficiaries. Except as may be specifically set forth in this Agreement, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third Persons to any Party, nor give any third Persons any right of subrogation or action against any Party.

12.14 No Joint Venture. Nothing contained in this Agreement creates or is intended to create an association, trust, partnership, or joint venture or impose a trust or partnership duty, obligation, or liability on or with regard to any Party.

12.15 Construction of Agreement. Ambiguities or uncertainties in the wording of this Agreement shall not be construed for or against any Party, but shall be construed in the manner that most accurately reflects the Parties' intent as of the date they executed this Agreement.

12.16 Conflicts. In the event of any conflicts or inconsistencies between the terms of this Agreement and the terms of any Exhibit or Schedule, the terms of this Agreement shall govern and prevail. In the event of any conflict between the allocation of liability between the Parties under applicable Environmental Laws and the allocation of liability between the Parties under this Agreement, the allocation of liability under applicable Environmental Laws shall govern.

12.17 Consent to Venue and Jurisdiction. EACH OF PG&E AND PURCHASER CONSENTS TO THE NONEXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA FOR ADJUDICATION OF A PRELIMINARY INJUNCTION OR OTHER PROVISIONAL JUDICIAL REMEDY AS PROVIDED IN SECTION 12.9 (DISPUTE RESOLUTION). EACH OF PG&E AND PURCHASER ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE

NONEXCLUSIVE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. NOTHING IN THIS SECTION 12.17 IS INTENDED TO MODIFY OR EXPAND THE TERMS AND PROVISIONS OF SECTION 12.9(a).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date set forth above.

HAMILTON BRANCH HYDRO, LLC

By: _____

Wayne L. Rogers, Chairman

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Sumeet Singh
EVP Operations and Chief Operating Officer

EXHIBIT A

EXHIBIT A

BILL OF SALE

This BILL OF SALE, dated as of [_____,] (the "Effective Date"), is made by and between Pacific Gas and Electric Company, a California corporation ("Seller"), and Hamilton Branch Hydro, LLC, a Maryland Limited Liability Company, registered to do business in California ("Buyer").

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Seller irrevocably sells, conveys, assigns, transfers, and delivers to Buyer all of its right, title and interest in and to the assets identified in Attachment 1 hereto ("Bill of Sale Assets").

This Bill of Sale is given pursuant to that certain Hamilton Branch Project Asset Purchase and Sale Agreement dated as of_____ by and between Seller and Buyer (the "Purchase Agreement"), providing for, among other things, the conveyance of the Bill of Sale Assets.

Buyer hereby accepts the foregoing sale, conveyance, assignment and transfer and hereby agrees to assume and discharge, in accordance with the terms thereof, all of the duties, liabilities and obligations of Seller relating to the Bill of Sale Assets in accordance with the Purchase Agreement. Buyer will be entitled to possession of the Bill of Sale Assets at the location of such assets at the time of close of escrow under the Purchase Agreement and Seller will reasonably cooperate in the transfer and delivery of the Bill of Sale Assets to Buyer's possession and control.

This Bill of Sale is made without any covenant, warranty or representation by Seller of any kind whatsoever, except as expressly set forth in the Purchase Agreement, and is made subject to the disclaimers set forth in Section 10.5 of the Purchase Agreement and all other terms and conditions of the Purchase Agreement.

This Bill of Sale may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

EXHIBIT A

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned parties have executed and delivered this Bill of Sale as of the Effective Date set forth above.

SELLER:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Print Name: _____

Its: _____

BUYER:

HAMILTON BRANCH HYDRO, LLC,
a Maryland limited liability company registered to do business in California

By: _____

Print Name: _____

Its: _____

ATTACHMENT 1

BILL OF SALE ASSETS

A. Hamilton Branch Project Description

The Hamilton Branch Project is a 4.8 megawatt (MW) hydroelectric project located on and near Lake Almanor, in Plumas and Lassen Counties, California. Red River Lumber company constructed the Project and commenced operations in 1921. PG&E acquired the Project in 1946.
The Project's principal facilities include Mountain Meadows Reservoir, with a surface area of approximately 5,746 acres at maximum pool elevation and usable storage of 23,942 acre-feet; Indian Ole dam, a 264' long, 26' high, metal panel flashboard dam supported by steel beams and wood bracing on a concrete foundation; the main diversion from the Hamilton Branch of the North Fork of the Feather River, a timber crib diversion, with grizzlies and a radial gate; 3.3 miles of canal (1.3 miles of unlined or gunite-lined canal plus 1.97 miles concrete bench); the Clear Creek diversion and lift; the Red Bridge diversion and lift; a concrete header box with screen, automated rake and a radial gate; a 0.4-mile-long penstock composed of 900 feet of 60-inch welded steel, 721 feet of 54-inch riveted steel, 597 feet of 48-inch riveted steel, and 21 feet of 34-inch steel , and a two-unit 4.8 MW powerhouse containing Allis Chalmers Francis turbines attached to General Electric generators with 2.4 kil0volt bus voltage and a tailwater to Lake Almanor.

B. Tangible Personal Property

Hamilton Branch Project

Powerhouse office

1) Desk
2) Chair
3) File cabinet
4) Bookcase
5) Table
6) Miscellaneous office equipment
7) Printer
8) Microwave
9) Print rack with prints
10) Existing historic operational documents
11) AED

Powerhouse Main Floor

1) Flammable storage cabinet
2) Fire extinguishers
3) Various cabinets with consumable parts and supplies
4) Hazardous materials storage tray
5) Print table with whiteboards mounted on cabinets
6) Hazmat pig spill kit on wheels
7) Eye wash station
8) Grounds
9) Garbage cans
10) Miscellaneous shelving
11) Workbench with vise
12) Station air compressor

Garage

1) Flashboards for Hamilton Branch Diversion Dam

Indian Ole Dam

Storage Building

1) Pike poles
2) Flashboards

In Control Building

1) Logbook

Hamilton Branch Diversion Dam

Canal Headgate Building

1) Logbook

Storage Shed

1) Flashboards

Red Bridge Pump/Diversion Dam

Pump Control Building

1) Logbook

Clear Creek Pump/Diversion Dam

Pump Control Building

1) Logbook

C. Project Records

1	Flow and Generation Records
2	Equipment testing reports and logbooks (e.g., relay test reports, startup and test data, battery test logbook, auto tests records, etc.)
3	Oil Test Results Records
4	Operator Read Sheets
5	Equipment History Records
6	Penstock Inspection Records (including monthly)
7	Arc Flash Label Info / Study Record
8	Maintenance Records (including SAP work history)
9	Powerhouse prints (equipment drawings/diagrams)
10	Dam safety records
11	Water rights records (statements of diversion and use)
12	Land rights documents
13	Conservation easement and related documents (Baseline Documentation Report, annual reports)
14	Environmental plans and permits (e.g., Permit to Operate Air Pressure Tank, Hazardous Materials Business Plan, etc.)
15	Historic financial/cost records
16	O&M books and manuals (e.g, Description of Operation, manufacturer books,

	etc.)
17	Ground Grid Study Records

EXHIBIT B

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of [___,_] (the "Effective Date"), is made by and between Pacific Gas and Electric Company, a California corporation ("Assignor"), and Hamilton Branch Hydro LLC, a Maryland limited liability company registered to do business in California ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to that certain Hamilton Branch Project Asset Purchase and Sale Agreement, dated as of _____ (the "Purchase Agreement");

WHEREAS, the Purchase Agreement provides for, among other things, the execution and delivery of an assignment and assumption agreement to effect the sale by Assignor to Assignee of all of Assignor's right, title and interest in and to the Hamilton Branch Assets identified in Attachment 1 hereto ("Assigned Assets"); and

WHEREAS, Assignor desires to assign and transfer to Assignee, and Assignee desires to assume and accept, all of Assignor's rights, duties and obligations under and pursuant to the Assigned Assets in accordance with the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Definitions. Capitalized terms used herein without other definition have the meanings given to them in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee all of its right, title and interest in and to, and all of its duties, liabilities and obligations under or pursuant to, the Assigned Assets.

3. Assumption. Assignee hereby assumes and accepts all of Assignor's right, title and interest in and to, and all of Assignor's duties, liabilities and obligations under or pursuant to, the Assigned Assets, and agrees to perform under and be bound by the terms of the Assigned Assets.

4. Disclaimer. The assignment and assumption hereunder is made without any covenant, warranty or representation by Assignor of any kind whatsoever, except as expressly set forth in the Purchase Agreement, and is made subject to the disclaimers set forth in Section 10.5 of the Purchase Agreement and all other terms and conditions of the Purchase Agreement.

5. Effectiveness. This assignment shall become effective as of the Closing Date.

6. Further Assurances. Assignor and Assignee each agrees to execute and deliver such additional instruments as may reasonably be requested by the other to give effect to,

document or further assure the transfer, acceptance and assumption of the Assigned Assets as provided for herein.

7. Successors and Assigns. This Assignment is binding upon and inures to the benefit of the successors and assigns of the Assignor and Assignee, respectively.

8. General. In the event of any conflict or ambiguity between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern. This Assignment may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same instrument. If any provision of this Assignment is held invalid or unenforceable, such provision shall be deemed to be severed from this Assignment, and the validity and enforceability of the remaining provisions contained herein shall not be affected or impaired in any way thereby.

9. Governing Law. The validity, interpretation and effect of this Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by Federal law.

[Remainder of Page Intentionally Left Blank]

EXHIBIT B

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned parties have executed and delivered this Assignment as of the Effective Date set forth above.

ASSIGNOR:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Print Name: _____

Its: _____

ASSIGNEE:

HAMILTON BRANCH HYDRO LLC,
a Maryland limited liability company registered to do business in California

By: _____

Print Name: _____

Its: _____

EXHIBIT B

ATTACHMENT 1

ASSIGNED ASSETS

A. Governmental Approvals, Permits and Consents

1989 CDFW Agreement

Right to Storage of Water in Mountain Meadows Reservoir, SWDU 20606

EXHIBIT C

Grant Deed Out (REV. 10/18)

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

See Signature of Grantor Below

Signature of declarant or agent determining tax

LD# 2128-09-10004

Lassen County APNs: 123-110-01, 123-110-09, 123-120-03, 123-120-05, 123-120-08, 123-120-09, 123-130-02, 123-130-04, 123-130-07, 123-130-08, 123-160-01, 123-160-03, 123-160-05, 123-160-08, 123-160-09, 123-100-09, 123-150-04
Plumas County APNs: 01-18, 01-15, 103-04, 103-06, 104-04, 106-01

GRANT DEED, ASSIGNMENT AND RESERVATION OF RIGHTS

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Grantor**"), for good and valuable consideration, the receipt of which is acknowledged, hereby grants to HAMILTON BRANCH HYDRO, LLC, a Maryland limited liability company ("**Grantee**"), the real property, situated in Lassen County and Plumas County, State of California, described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**"), together with, all and singular, tenements, hereditaments, easements, rights-of-way, water rights, mineral rights and appurtenances belonging or in anywise appertaining to the same, and the improvements thereon, subject to all matters of record.

Grantor also assigns, transfers and conveys to Grantee all of Grantor's rights, title and interest, conveyed in the deed from the Red River Lumber Company to Grantor recorded on January 2, 1946, in Volume 83, page 154, Plumas County Official Records and on December 31, 1945, in Book 33, page 567, Lassen County Official Records, except Grantor retains those certain lands, rights, title and interests in said deed described in **Exhibit "B"** attached hereto and made a part hereof.

Grantor further assigns and transfers to Grantee all of Grantor's right, title and interest in and to that certain water right as set forth in State Water Resources Control Board Permit #20606 (Application #26651).

Grantor further assigns to Grantee any of Grantor's right or interest in and to that certain claim of a prescriptive water right, as described in PG&E's State Water Resources Control Board Statement of Diversion and Use #926.

Grantor reserves an easement and the right to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use existing and additional facilities and associated equipment for public utility purposes, including, but not limited to electric and communication facilities (collectively, the "**Electric Line Facilities**"); together with a right of way, on, over, and under the easement areas depicted in **Exhibit "C"** attached hereto and made a part hereof (collectively, the "**Electric Line Easement Areas**").

Grantor also reserves an exclusive easement to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect and use facilities and associated equipment for public utility purposes, including, but not limited to structures, apparatuses and equipment ("**Switchyard Facilities**") for the transforming and regulating of electric energy, along with communication and other electric facilities, and the right to pave and enclose with a fence the easement area depicted in **Exhibit "D"** attached hereto and made a part hereof (the "**Switchyard Easement Area**").

The Electric Line Easement Areas and the Switchyard Easement Area are hereinafter collectively referred to as (the "**Easement Areas**"), and the Electric Line Facilities and the Switchyard Facilities are hereinafter collectively referred to as (the "**Facilities**").

Further reserving to Grantor:

(a) the right of ingress to and egress from the Easement Areas over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantee, provided, that such right of ingress and egress shall not extend to any portion of the Property which is isolated from the Easement Areas by any public road or highway, now crossing or hereafter crossing the Property;

(b) the right, from time to time, to trim or to cut down, without Grantor paying compensation, any and all trees and brush now or hereafter within the Easement Areas, and shall have the further right, from time to time, to trim and cut down trees and brush outside the Easement Areas which now or hereafter in the opinion of Grantor may interfere with or be a hazard to any of the Facilities, or as Grantor deems necessary to comply with applicable state or federal regulations;

(c) the right to use such portion of said Property contiguous to the Easement Areas as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance, and inspection of the Facilities;

(d) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the Easement Areas; and

(e) the right to mark the location of the Easement Areas by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantee shall make of the Easement Areas.

(f) to assign, lease, permit, or license to any person or entity any or all of the rights reserved herein.

Notwithstanding the exclusive nature of the easement reserved by Grantor above for Switchyard Facilities, subject to Grantor's prior written approval in Grantor's sole discretion, Grantee shall have the have the right to install, replace (of initial or any other size), remove, maintain, inspect and use electric facilities within the Switchyard Easement Area for use in connection with Grantor's Switchyard Facilities and Electric Line Facilities.

Grantor hereby covenants and agrees:

(a) to promptly backfill any excavations made by it on the Property; and

(b) repair any damage it shall do to the Property by exercising said right of ingress and egress.

Grantee hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the Easement Areas, or diminish or substantially add to the ground level within the Easement Areas, or construct any fences that will interfere with the maintenance and operation of the Facilities, or grant any easement or other use on, over, or under the Switchyard Easement Area.

The conveyance by Grantor to Grantee pursuant to this Grant Deed is subject to:

(a) a lien securing payment of non-delinquent real estate taxes and assessments;

(b) any exceptions to title disclosed by public records; and

(c) the Deed of Conservation Easement and Agreement between Grantor and Feather River Land Trust, dated August 14, 2018, and recorded on August 16, 2018, as Document No. 2018-0004255 in the Official Records of Plumas County and recorded on August 17, 2018, as Document No. 2018-03236 in the Official Records of Lassen County.

The Property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.

The provisions hereof shall insure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

The California Public Utilities Commission, in Decision No. _____, has approved transfer of the Property under State of California Public Utilities Code Section 851.

[Remainder of this page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the date set forth below.

Dated _____, 20____.

Grantor:

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By:_____

Name: _____

Its: _____

Grantee:

HAMILTON BRANCH HYDRO, LLC, a Maryland limited liability

By: _____

Name: _____

Its: _____

Exhibit "A"
Real Property description

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTIES OF LASSEN AND PLUMAS, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

SBE: 135-32-19A-3
PLUMAS APN 106-01 AND 104-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 21, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING THE PARCEL DESCRIBED AS PART 5 NUMBER 2 IN A DOCUMENT RECORDED JANUARY 2, 1946, IN VOLUME 83, PAGE 154, OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 70 ° 09' WEST 2003.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 4 ° 29' 30" EAST 73.82 FEET; THENCE NORTH 5 ° 55' 30" EAST 50.0 FEET; THENCE NORTH 7 ° 21' 30" EAST 50.0 FEET; THENCE NORTH 8 ° 21' 30" EAST 35.0 FEET; THENCE SOUTH 72 ° 10' 30" WEST 610.0 FEET TO THE EASTERLY LINE OF THE PARCEL OF LAND DESIGNATED 1 IN THE DEED EXECUTED BY THE RED RIVER LUMBER COMPANY TO GREAT WESTERN POWER COMPANY OF CALIFORNIA RECORDED IN VOLUME 81, PAGE 433 OF DEEDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE, BEING THE 4500 CONTOUR, THE FOLLOWING APPROXIMATE COURSES: SOUTH 32 ° 36' 30" WEST 240.42 FEET; SOUTH 1 ° 21' WEST 478.92 FEET; THENCE NORTH 72 ° 10' 30" EAST 711.64 FEET; THENCE NORTH 4 ° 29' 30" EAST 449.57 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

SBE: 135-18-1-10; 135-18-1-11, 135-18-1-12, 135-18-1-13, 135-18-1-14, 135-18-1-5, 135-18-1-6, 135-18-1-7, 135-18-1-8, 135-18-1-9, 135-18-1B-1, 135-18-1B-2
APNS 123-110-09, 123-120-03, 123-120-05, 123-120-08, 123-120-09, 123-130-02, 123-130-04, 123-130-07, 123-130-08, 123-160-01, 123-160-03, 123-160-05, 123-160-08, 123-160-09, 123-100-09, 123-150-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35, AND 36, ALL OF TOWNSHIP 28 NORTH, RANGE 9 EAST, AND IN SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, ALL OF MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED DECEMBER 31, 1945, IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SO-CALLED INDIAN OLE OR MOUNTAIN MEADOWS RESERVOIR, INCLUDING THE DAM AND DAM SITE, EXTENDING ACROSS SAID SECTION 13, TOWNSHIP 28

NORTH, RANGE 8 EAST, AND SAID SECTIONS 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35 AND 36, TOWNSHIP 28 NORTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN, SO AS TO INCLUDE THE AREA LYING BETWEEN AND BELOW THE 4960 FOOT CONTOUR ON THE RED RIVER LUMBER COMPANY WESTWOOD DATUM, TOGETHER WITH A STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET ENTIRELY ENCIRCLING SAID RESERVOIR AND LYING CONTIGUOUS TO AND ON THE OUTSIDE OR UPHILL SIDE OF SAID CONTOUR AROUND SAID RESERVOIR FROM THE POINTS OPPOSITE THE TOE OF SAID DAM AND CONTIGUOUS TO AND ON THE DOWNSTREAM SIDE OF A LINE JOINING SAID OPPOSITE POINTS AND EXTENDING ALONG THE TOE OF SAID DAM.

LAND RECORDS OF THE PACIFIC GAS AND ELECTRIC COMPANY INDICATE THAT THE SPILLWAY ELEVATION OF 4958.84 FEET ON THE SAID RED RIVER LUMBER COMPANY WESTWOOD DATUM CORRESPONDS TO 5042.58 FEET ON THE U. S. GEOLOGICAL SURVEY DATUM.

LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTIONS 7 AND 8 THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 31, PAGE 423 OF OFFICIAL RECORDS OF LASSEN COUNTY.

ALSO LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7 AND 18, TOWNSHIP 28 NORTH, RANGE 9 EAST, THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 28, PAGE 279 OF DEEDS OF LASSEN COUNTY, BEING A 100 FOOT WIDE STRIP OF LAND.

ALSO LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7 AND 18, TOWNSHIP 28 NORTH, RANGE 9 EAST, THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 265, PAGE 266 OF OFFICIAL RECORDS OF SAID LASSEN COUNTY, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE PORTION OF THE SO-CALLED INDIAN OLE MOUNTAIN MEADOWS RESERVOIR AND OF THE STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET LYING CONTIGUOUS THERETO LYING NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CENTRAL PACIFIC RAILWAY CO., AS ESTABLISHED BY CONGRESSIONAL GRANT ON MARCH 2, 1899, AND NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE WESTERN PACIFIC RAILROAD, AS DESCRIBED IN THE DEED TO SAID WESTERN PACIFIC RAILROAD COMPANY, RECORDED DECEMBER 7, 1931 IN BOOK 28 OF DEEDS AT PAGE 279, LASSEN COUNTY RECORDS.

PARCEL THREE:

SBE: 135-18-1A-1, 135-18-1A-2, 135-32-19-2, 135-32-19A-1, 135-32-19A-2
LASSEN APN 123-110-01 PORTION; PLUMAS APN 01-15, 103-04, 103-06, 104-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 11, 12, 13, 14, 15, 16 AND 21, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND

MERIDIAN, LOCATED IN THE COUNTIES OF LASSEN AND PLUMAS, AS RECORDED DECEMBER 31, 1945, IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, AND RECORDED JANUARY 26, 1946 IN VOLUME 83, PAGE 154 OF OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE BED AND BANKS OF HAMILTON BRANCH OF THE NORTH FORK OF FEATHER RIVER, SOMETIMES CALLED HAMILTON BRANCH CREEK, WITH ANY RIPARIAN RIGHTS PERTAINING THERETO WHICH MAY BELONG TO GRANTOR, AS WELL AS A STRIP OF LAND OF UNIFORM WIDTH OF 50 FEET ON EACH SIDE AND CONTIGUOUS TO SAID BED AND BANKS, LYING WESTERLY OR DOWNSTREAM FROM THE WESTERLY LINE OF THE LAND DESCRIBED AS PARCEL 4A IN SAID DOCUMENT, AND NORTHERLY OR UPSTREAM FROM THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED 1 IN THE DOCUMENT RECORDED IN VOLUME 81, PAGE 433 OF DEEDS OF SAID COUNTY OF PLUMAS.

LESS AND EXCEPT THAT PORTION LYING WITHIN THE PARCEL DESCRIBED AS PARCEL 9 OF THE DOCUMENT RECORDED IN VOLUME 64, PAGE 468 OF DEEDS OF SAID COUNTY OF PLUMAS, BEING A RAILROAD RIGHT OF WAY OF 150 FEET WIDTH.

PARCEL FOUR:

SBE: 135-18-001A-1, 135-32-19-4, 135-32-19A-4
LASSEN APN 123-110-01 PORTION; PLUMAS APN 01-15, 01-18, 106-01, 104-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 14, 15, 21 AND 22, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, LOCATED IN THE COUNTIES OF LASSEN AND PLUMAS, BEING THE PARCEL DESCRIBED AS PART 5, NUMBER 3 IN THE DOCUMENT RECORDED DECEMBER 31, 1945, IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, AND RECORDED JANUARY 26, 1946, VOLUME 83, PAGE 154, OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF UNIFORM WIDTH OF 300 FEET LYING EQUALLY ON EACH SIDE OF THE LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 87 ° 27' EAST 3320.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 43 ° 21.5' WEST 289.11 FEET; THENCE SOUTH 72 ° 15.5' WEST 402.78 FEET; THENCE NORTH 75 ° 24' WEST 209.61 FEET; THENCE SOUTH 75 ° 25' WEST 503.76 FEET; THENCE SOUTH 24 ° 39.5' WEST 525.17 FEET; THENCE SOUTH 53 ° 12' WEST 470.27 FEET; THENCE SOUTH 77 ° 28' WEST 1346.11 FEET; THENCE NORTH 72 ° 44' WEST 876.85 FEET; THENCE NORTH 53 ° 32' WEST 912.93 FEET; THENCE NORTH 78 ° 58' WEST 343.82 FEET; THENCE SOUTH 80 ° 21' WEST 356.69 FEET; THENCE SOUTH 77 ° 48' WEST 717.81 FEET; THENCE SOUTH 62 ° 04.5' WEST 372.78 FEET; THENCE SOUTH 51 ° 12' WEST 256.75 FEET; THENCE SOUTH 01 ° 53' WEST 273.00 FEET;

THENCE SOUTH 14 ° 27' EAST 231.27 FEET; THENCE SOUTH 188.98 FEET; THENCE SOUTH 38 ° 10.5' WEST 422.59 FEET; THENCE SOUTH 80 ° 37' WEST 535.25 FEET; THENCE SOUTH 59 ° 35' WEST 215.34 FEET; THENCE SOUTH 07 ° 59' EAST 348.53 FEET; THENCE SOUTH 31 ° 41' EAST 763.54 FEET; THENCE SOUTH 36 ° 26.5' WEST 284.38 FEET; THENCE NORTH 84 ° 02' WEST 359.24 FEET; THENCE SOUTH 53 ° 18' WEST 143.53 FEET; THENCE SOUTH 27 ° 33' WEST 367.27 FEET; THENCE SOUTH 01 ° 11.5' WEST 700.54 FEET; THENCE SOUTH 21 ° 11.5' WEST 205.23 FEET; THENCE SOUTH 11 ° 04.5' WEST 312.83 FEET; THENCE SOUTH 15 ° 52.5' EAST 222.68 FEET; THENCE SOUTH 30 ° 16.5' EAST 362.43 FEET; THENCE SOUTH 04 ° 41' WEST 444.30 FEET; THENCE SOUTH 10 ° 04' EAST 258.70 FEET; THENCE SOUTH 49 ° 51' WEST 297.87 FEET; THENCE SOUTH 14 ° 38.5' WEST 233.66 FEET; THENCE SOUTH 05 ° 30.5' EAST 250.97 FEET; THENCE SOUTH 29 ° 36.5' EAST 480.41 FEET; THENCE SOUTH 23 ° 43.5' WEST 321.22 FEET; THENCE SOUTH 84 ° 46.5' WEST 666.41 FEET TO A POINT THAT BEARS SOUTH 01 ° 41' EAST 61.25 FEET FROM THE WEST ONE-QUARTER CORNER OF SAID SECTION 22, THENCE NORTH 86 ° 51' WEST 306.63 FEET; THENCE SOUTH 76 ° 45.5' WEST 114.22 FEET; THENCE SOUTH 50 ° 45' WEST 97.30 FEET; THENCE SOUTH 12 ° 01.5' WEST 109.67 FEET; THENCE SOUTH 72 ° 10.5' WEST 1439.45 FEET TO THE EASTERLY LINE OF THE PARCEL DESCRIBED AS PART 5, NUMBER 2 IN SAID DOCUMENT.

LESS AND EXCEPT THAT PORTION THAT LIES WITHIN THE PARCEL DESCRIBED AS PART 5, NUMBER 1 IN SAID DOCUMENT.

ALSO LESS AND EXCEPT THAT PORTION LYING WITHIN THE PARCEL DESCRIBED AS PARCEL 9 OF THE DOCUMENT RECORDED IN VOLUME 64, PAGE 468 OF DEEDS OF THE COUNTY OF PLUMAS, BEING A RAILROAD RIGHT OF WAY OF 200 FEET WIDTH.

PARCEL FIVE:

SBE: 135-18-2-1
LASSEN APN 123-110-01 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 14, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED OCTOBER 26, 1953, IN VOLUME 93, PAGE 352 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE EASTERLY TERMINUS OF THE COURSE WHICH HAS A BEARING AND LENGTH OF SOUTH 77 ° 28' WEST 1346.11 FEET IN THE DESCRIBED CENTERLINE OF THE STRIP OF LAND DESCRIBED AND DESIGNATED 3 UNDER PART 5 IN THE DEED RECORDED IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 24 ° 40' EAST 153.43 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID STRIP OF LAND AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 53 ° 12' WEST 364.98 FEET TO A POINT DISTANT 300 FEET SOUTHERLY MEASURED AT RIGHT ANGLES TO SAID CENTER LINE COURSE; THENCE SOUTH 77 ° 28' WEST 823.63 FEET PARALLEL WITH SAID CENTER LINE

COURSE; THENCE NORTH 72 ° 44' WEST 301.83 FEET TO THE SOUTHERLY LINE OF SAID STRIP OF LAND; THENCE NORTH 77 ° 28' EAST 1418.19 FEET, MORE OR LESS, ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

PARCEL SIX:

SBE: 135-32-31-1
PLUMAS APN 01-15

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS PARCEL 1 IN A DOCUMENT RECORDED AUGUST 4, 1954, IN VOLUME 77, PAGE 321 OF OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE COURSE WHICH HAS A BEARING AND LENGTH OF SOUTH 36 ° 26.5' WEST 284.38 FEET IN THE DESCRIBED CENTER LINE OF THE STRIP OF LAND DESCRIBED AND DESIGNATED 3 UNDER PART 5 IN THE DEED RECORDED IN VOLUME 83, PAGE 154 OF DEEDS OF SAID COUNTY; THENCE SOUTH 87 ° 37' EAST 181.05 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 31 ° 41' EAST 161.65 FEET TO A POINT DISTANT 300 FEET SOUTHEASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE NORTHEASTERLY PROLONGATION OF SAID CENTER LINE COURSE; THENCE SOUTH 36 ° 26.5' WEST 323.05 FEET PARALLEL WITH SAID CENTER LINE COURSE; THENCE NORTH 84 ° 02' WEST 174.04 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND; THENCE NORTH 36 ° 26.5' EAST 471.57 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING.

PARCEL SEVEN:

SBE: 135-32-31-2
PLUMAS APN 01-15

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS PARCEL 2 IN A DOCUMENT RECORDED AUGUST 4, 1954, IN VOLUME 77, PAGE 321 OF OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE COURSE WHICH HAS A BEARING AND LENGTH OF SOUTH 38 ° 10.5' WEST 422.59 FEET IN THE DESCRIBED CENTER LINE OF THE STRIP OF LAND DESCRIBED AND DESIGNATED 3 UNDER PART 5 IN THE DEED RECORDED IN VOLUME 83, PAGE 154 OF DEEDS OF SAID COUNTY; THENCE SOUTH 70 ° 55' EAST 158.73 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 242.69 FEET TO A POINT DISTANT 300 FEET SOUTHEASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) SAID CENTER LINE COURSE; THENCE SOUTH

38 ° 10.5' WEST 177.86 FEET PARALLEL WITH SAID CENTER LINE COURSE; THENCE SOUTH 80 ° 37' WEST 222.34 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND; THENCE NORTH 38 ° 10.5' EAST 532.77 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING.

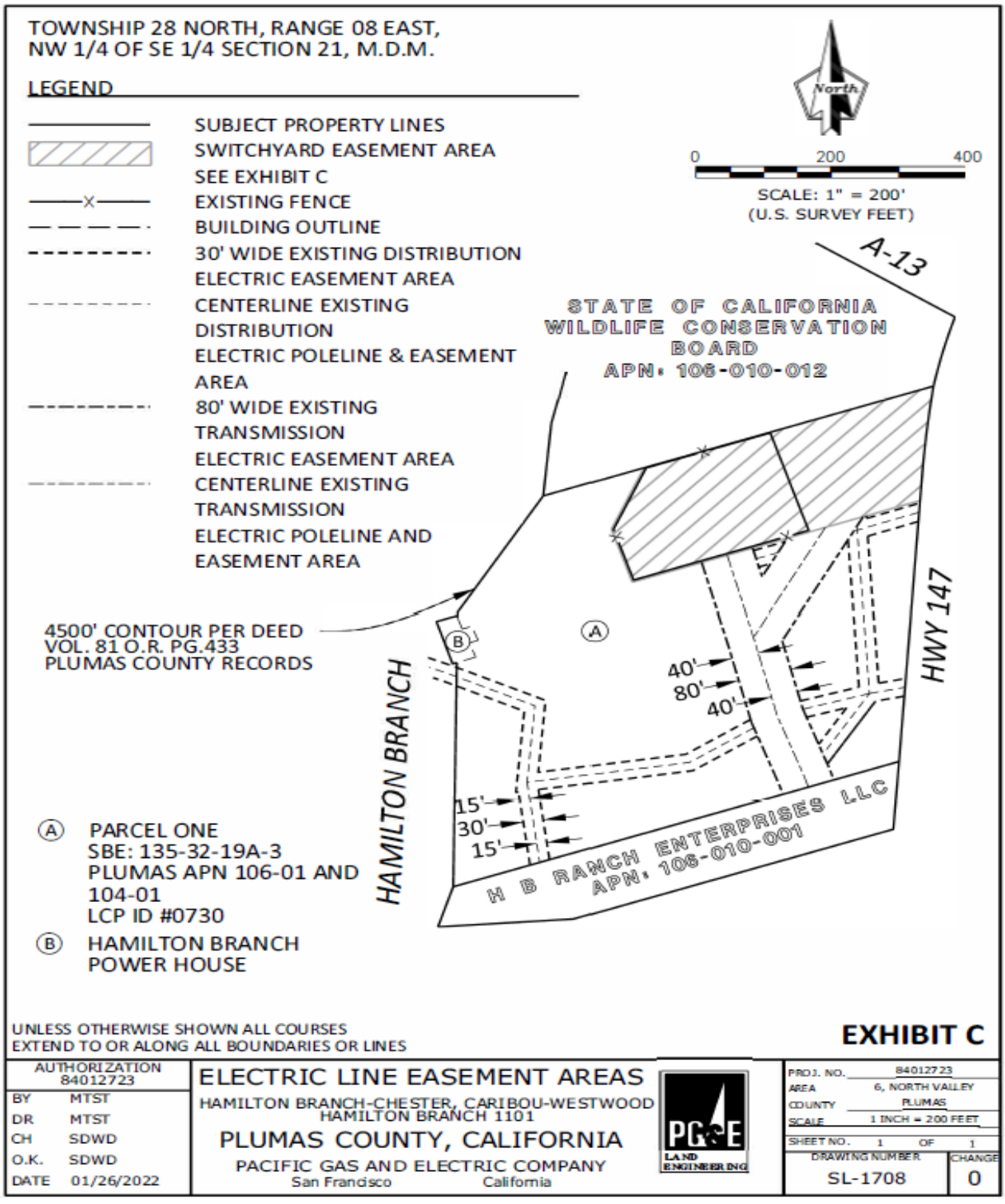
Exhibit "B"
Rights Retained by Grantor

Grantor	Description of Rights	Page	Paragraph	Date	Recording Information (Official Records)		
					County	Vol/ Book	Page
The Red River Lumber Company	Those certain parcels of land and rights and interests in lands situate in Shasta County	Page 1 - 7	Part 1	12/28/45	Plumas Lassen Shasta	83 33 238	154 567 282
The Red River Lumber Company	Electric transmission line and telephone line from Hat Creek No. 1 Power Plant to Westwood Substation	Page 7 - 9	Part 2	12/28/45	Plumas Lassen	83 33	154 567
The Red River Lumber Company	Westwood Substation, located on that certain 783.48 parcel of land described in the deed executed by Red River to Fruit Growers Supply Company, dated December 16, 1944, and the electric transmission lines and telephone lines extending thereto and therefrom across said 783.48 parcel of land	Page 9 9a	Part 3	12/28/45	Plumas Lassen	83 33	154 567
The Red River Lumber Company	Electric transmission lines extending from Westwood Substation to Chester and to the Hamilton Branch Powerhouse, the electric distribution lines at Clear Creek and Lake Almanor, and the electric and telephone lines extending to the Hamilton Branch Powerhouse	Page 14-19a	Part 9a	12/28/45	Plumas Lassen	83 33	154 567
The Red River Lumber Company	Electric transmission pole lines and related facilities from Westwood Substation to Chester and Hamilton Branch Powerhouse	Page 20	Part 9b	12/28/45	Plumas Lassen	83 33	154 567
The Red River Lumber Company	Walker Springs Substation, Clear Creek Substation, Chester Gravel Pit Substation and Chester Substation	Page 20 - 21	Part 10	12/28/45	Plumas Lassen	83 33	154 567
The Red River Lumber Company	Telephone line extending from Westwood Substation to Hamilton Branch Powerhouse	Page 21	Part 11	12/28/45	Plumas Lassen	83 33	154 567
The Red River Lumber Company	Electric pole line for transmission and distribution of electricity and for private telephone purposes	Page 21 - 23	Part 12	12/28/45	Plumas Lassen	83 33	154 567
The Red River Lumber Company	Any and all other contract rights, rights of way, easements, franchises then belonging to Red River Lumber conveyed to Pacific in said deed, to the extent used in connection with or reasonably necessary for the use and operation of the rights and facilities retained by Grantor in this Exhibit B.	Page 24	Part 12	12/28/45	Plumas Lassen	83 33	154 567

EXHIBIT C

All references herein being to the deed from the Red River Lumber Company to Grantor recorded on January 2, 1946, in Volume 83, page 154, Plumas County Official Records and on December 31, 1945, in Book 33, page 567, Lassen County Official Records.

Exhibit "C"
Electric Line Easements



TOWNSHIP 28 NORTH, RANGE 08 EAST,
NW 1/4 OF NW 1/4 SECTION 14, M.D.M.

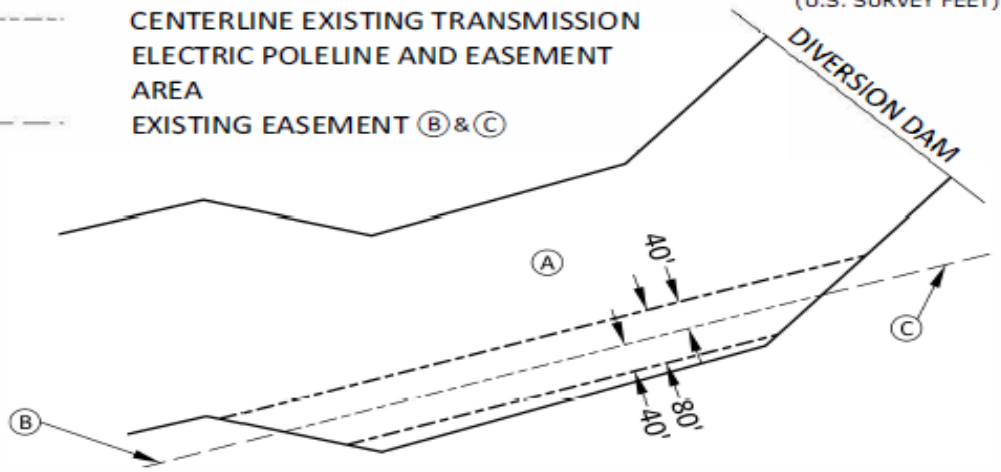
LEGEND

- SUBJECT PROPERTY LINES
- 80' WIDE EXISTING TRANSMISSION ELECTRIC EASEMENT AREA
- CENTERLINE EXISTING TRANSMISSION ELECTRIC POLELINE AND EASEMENT AREA
- EXISTING EASEMENT Ⓑ&Ⓒ

North

0 200 400

SCALE: 1" = 200'
(U.S. SURVEY FEET)



SIERRA PACIFIC INDUSTRIES
APN: 123-110-31-11

Ⓐ PARCEL FOUR
SBE: 135-18-1A-1, 135-32-19-4, 135-32-19A-4
LASSEN APN: 123-110-01 PORTION;
PLUMAS APN: 01-15, 01-18, 106-01, 104-04
LCP PID #0733

Ⓑ POLE LINE EASEMENT STRIP 2
IN FAVOR PACIFIC GAS & ELECTRIC
VOL 64 O.R. PG 66 P.C.R.
DATED MARCH 28, 1953
LD 2128-08-0071

Ⓒ POLE LINE EASEMENT STRIP 1
IN FAVOR PACIFIC GAS & ELECTRIC
VOL 64 O.R. PG 66 P.C.R.
DATED MARCH 28, 1953
LD 2128-08-0071

UNLESS OTHERWISE SHOWN ALL COURSES
EXTEND TO OR ALONG ALL BOUNDARIES OR LINES

EXHIBIT C

AUTHORIZATION 84012723	
BY	MTST
DR	MTST
CH	SDWD
O.K.	SDWD
DATE	01/26/2022

ELECTRIC LINE EASEMENT AREAS
CARIBOU-WESTWOOD
PLUMAS COUNTY, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California

PG&E LAND ENGINEERING

PROJ. NO.	84012723
AREA	6, NORTH VALLEY
COUNTY	PLUMAS
SCALE	1 INCH = 200 FEET
SHEET NO.	1 OF 1
DRAWING NUMBER	SL-1713
CHANGE	0

TOWNSHIP 28 NORTH, RANGE 08 EAST,
NW 1/4 OF NW 1/4 SECTION 14, M.D.M.

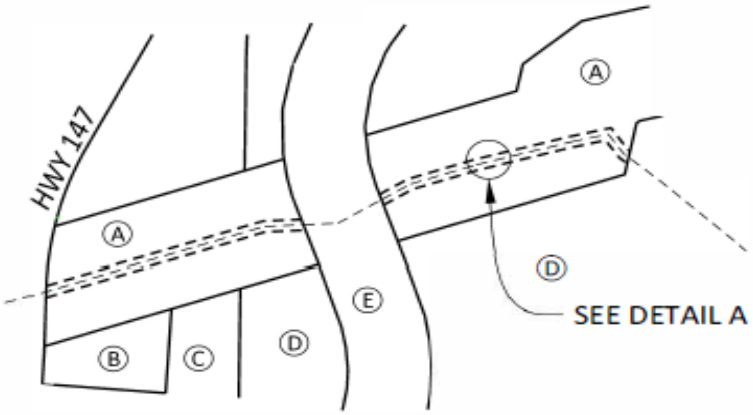


0 400 800

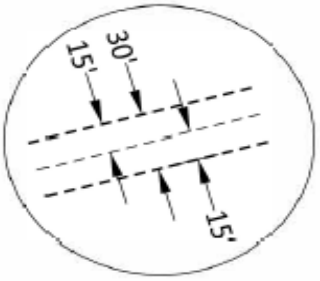
SCALE: 1" = 400'
(U.S. SURVEY FEET)

LEGEND

SUBJECT PROPERTY LINES
30' WIDE EXISTING DISTRIBUTION ELECTRIC EASEMENT AREA
CENTERLINE EXISTING DISTRIBUTION ELECTRIC POLELINE AND EASEMENT AREA



DETAIL A (N.T.S.)



Ⓐ PARCEL FOUR
SBE: 135-18-1A-1, 135-32-19-4, 135-32-19A-4
LASSEN APN: 123-110-01 PORTION;
PLUMAS APN: 01-15, 01-18, 106-01, 104-04
LCP PID #0733

Ⓑ THARP
APN: 106-060-005

Ⓒ DYER STRAITS LAND & HOLDING LLC.
APN: 106-010-004

Ⓓ SIERRA PACIFIC LAND & TIMBER CO.
APN: 001-180-009

Ⓔ WESTERN PACIFIC RAILROAD
200' WIDE RAILROAD RIGHT OF WAY

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND TO OR ALONG ALL BOUNDARIES OR LINES

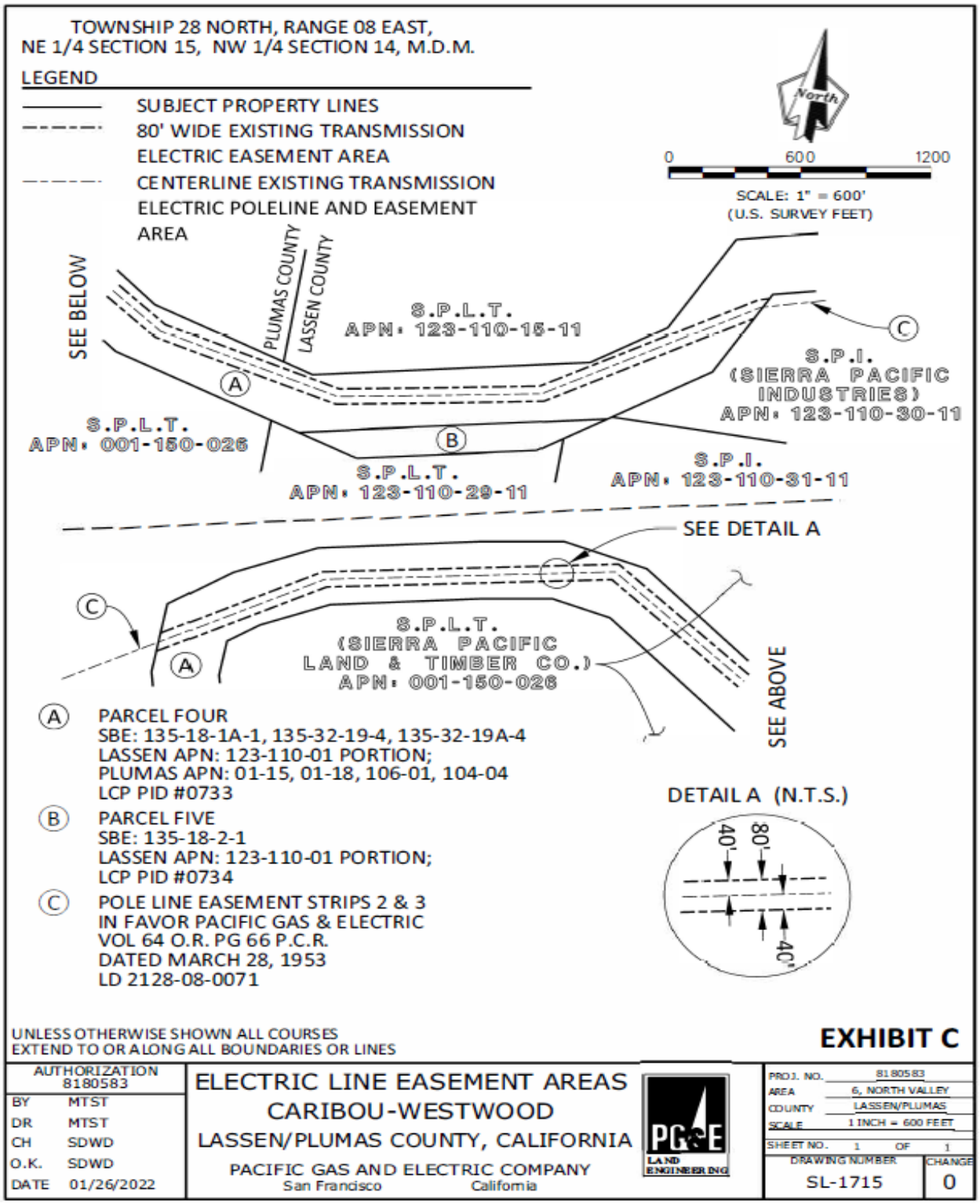
EXHIBIT C

AUTHORIZATION 84012723	
BY	MTST
DR	MTST
CH	SDWD
O.K.	SDWD
DATE	01/26/2022

ELECTRIC LINE EASEMENT AREAS
HAMILTON BRANCH 1101
PLUMAS COUNTY, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California

PG&E LAND ENGINEERING

PROJ. NO.	84012723
AREA	6, NORTH VALLEY
COUNTY	PLUMAS
SCALE	1 INCH = 400 FEET
SHEET NO.	1 OF 1
DRAWING NUMBER	SL-1714
CHANGE	0


TOWNSHIP 28 NORTH, RANGE 08 EAST,
NE 1/4 SECTION 15, NW 1/4 SECTION 14, M.D.M.
LEGEND
SUBJECT PROPERTY LINES
80' WIDE EXISTING TRANSMISSION ELECTRIC EASEMENT AREA
CENTERLINE EXISTING TRANSMISSION ELECTRIC POLELINE AND EASEMENT AREA
North
0
600
1200
SCALE: 1" = 600'
(U.S. SURVEY FEET)
SEE BELOW
PLUMAS COUNTY
LASSEN COUNTY
S.P.L.T.
APN: 123-110-15-11
S.P.I.
(SIERRA PACIFIC INDUSTRIES)
APN: 123-110-30-11
S.P.L.T.
APN: 001-150-026
S.P.L.T.
APN: 123-110-29-11
S.P.I.
APN: 123-110-31-11
SEE DETAIL A
S.P.L.T.
(SIERRA PACIFIC LAND & TIMBER CO.)
APN: 001-150-026
SEE ABOVE
A PARCEL FOUR
SBE: 135-18-1A-1, 135-32-19-4, 135-32-19A-4
LASSEN APN: 123-110-01 PORTION;
PLUMAS APN: 01-15, 01-18, 106-01, 104-04
LCP PID #0733
B PARCEL FIVE
SBE: 135-18-2-1
LASSEN APN: 123-110-01 PORTION;
LCP PID #0734
C POLE LINE EASEMENT STRIPS 2 & 3
IN FAVOR PACIFIC GAS & ELECTRIC
VOL 64 O.R. PG 66 P.C.R.
DATED MARCH 28, 1953
LD 2128-08-0071
DETAIL A (N.T.S.)
40'
80'
40'
UNLESS OTHERWISE SHOWN ALL COURSES
EXTEND TO OR ALONG ALL BOUNDARIES OR LINES
EXHIBIT C
AUTHORIZATION 8180583
BY MTST
DR MTST
CH SDWD
O.K. SDWD
DATE 01/26/2022
ELECTRIC LINE EASEMENT AREAS
CARIBOU-WESTWOOD
LASSEN/PLUMAS COUNTY, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California
PG&E LAND ENGINEERING
PROJ. NO. 8180583
AREA 6, NORTH VALLEY
COUNTY LASSEN/PLUMAS
SCALE 1 INCH = 600 FEET
SHEET NO. 1 OF 1
DRAWING NUMBER SL-1715
CHANGE 0

TOWNSHIP 28 NORTH, RANGE 08 EAST,
SE 1/4 OF SE 1/4 SECTION 11, M.D.M.

LEGEND

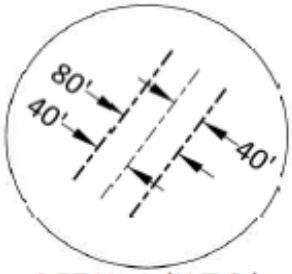
SUBJECT PROPERTY LINES

80' WIDE EXISTING TRANSMISSION ELECTRIC EASEMENT AREA

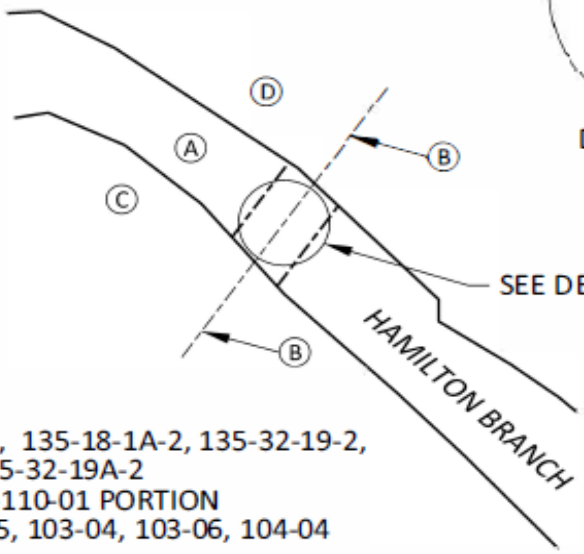
CENTERLINE EXISTING TRANSMISSION ELECTRIC POLELINE AND EASEMENT AREA



SCALE: 1" = 200'
(U.S. SURVEY FEET)



DETAIL A (N.T.S.)



Ⓐ PARCEL THREE
SBE: 135-18-1A-1, 135-18-1A-2, 135-32-19-2, 135-32-19A-1, 135-32-19A-2
LASSEN APN 123-110-01 PORTION
PLUMS APN 01-15, 103-04, 103-06, 104-04
LCP ID #0732

Ⓑ POLE LINE EASEMENT STRIP 3
IN FAVOR PACIFIC GAS & ELECTRIC
VOL 64 O.R. PG 66 P.C.R.
DATED MARCH 28, 1953
LD 2128-08-0071

Ⓒ SIERRA PACIFIC INDUSTRIES
APN: 123-110-034

Ⓓ PORTER
APN: 123-020-032

UNLESS OTHERWISE SHOWN ALL COURSES
EXTEND TO OR ALONG ALL BOUNDARIES OR LINES

EXHIBIT C

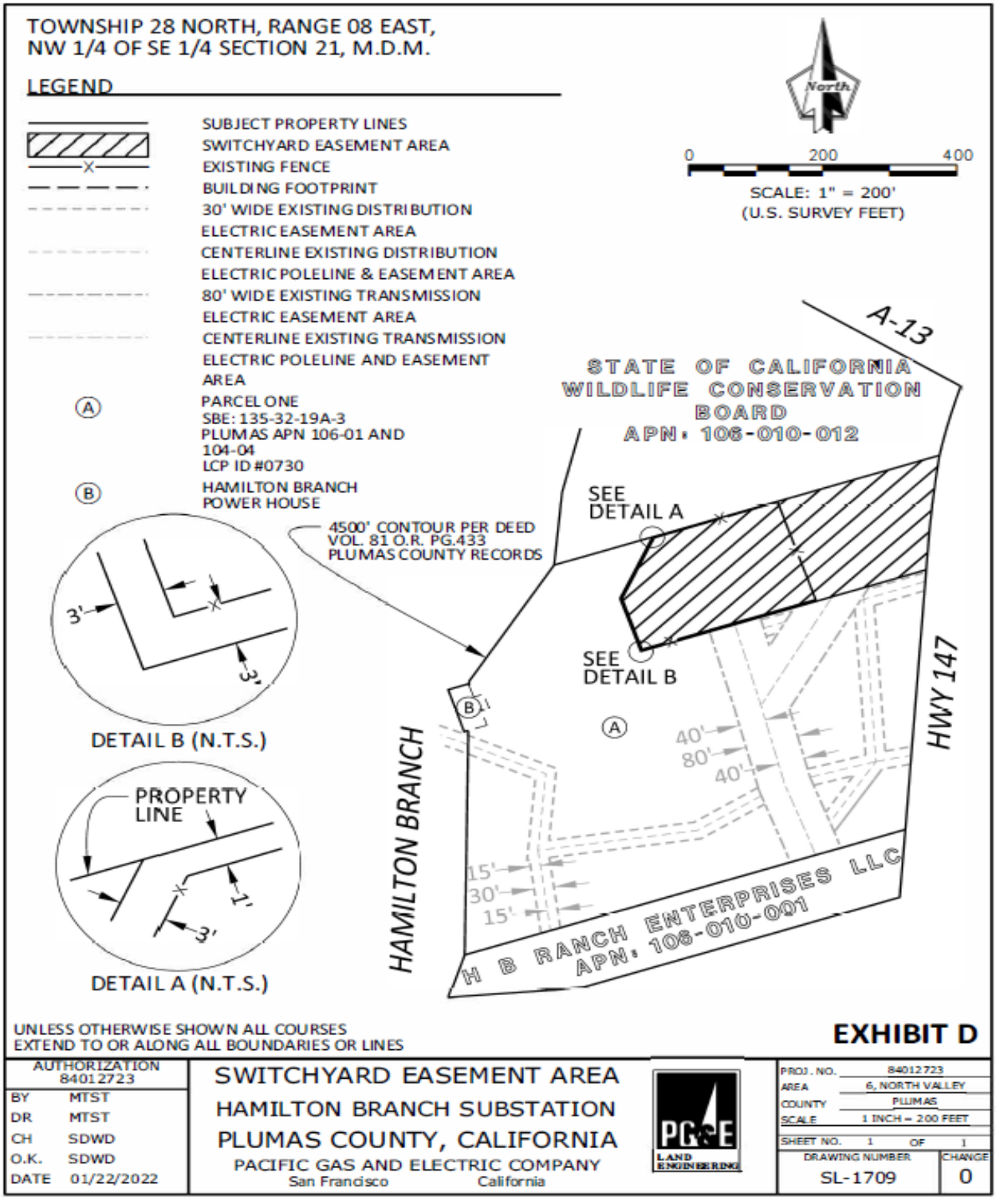
AUTHORIZATION 84012723	
BY	MTST
DR	MTST
CH	SDWD
O.K.	SDWD
DATE	01/26/2022

ELECTRIC LINE EASEMENT AREAS
CARIBOU-WESTWOOD
PLUMAS COUNTY, CALIFORNIA
PACIFIC GAS AND ELECTRIC COMPANY
San Francisco California

PG&E LAND ENGINEERING

PROJ. NO.	84012723
AREA	6, NORTH VALLEY
COUNTY	PLUMAS
SCALE	1 INCH = 200 FEET
SHEET NO.	1 OF 1
DRAWING NUMBER	SL-1717
CHANGE	0

Exhibit "D"
Switchyard Easement



PG&E ADMINISTRATION BLOCK

(ATTACH TO HAMILTON BRANCH GRANT DEED)

Attach to LD: 2128-09-10004
Area, Region or Location: 6
Land Service Office: Chico
Line of Business: Hydro (24)
Business Doc Type: Conveyances Out
MTRSQ: 21.28.08.21.44, 21.28.08.21.41, 21.28.08.21.14, 21.28.08.21.11, 21.28.08.21.43, 21.28.08.21.42, 21.28.08.21.13, 21.28.08.21.12, 21.28.08.21.34, 21.28.08.21.31, 21.28.08.21.24, 21.28.08.21.21, 21.28.08.21.33, 21.28.08.21.32, 21.28.08.21.23, 21.28.08.21.22, 21.28.08.16.12, 21.28.08.16.24, 21.28.08.16.21, 21.28.08.16.23, 21.28.08.16.22, 21.28.08.22.44, 21.28.08.22.43, 21.28.08.22.34, 21.28.08.15.44, 21.28.08.15.41, 21.28.08.15.14, 21.28.08.15.11, 21.28.08.15.43, 21.28.08.15.42, 21.28.08.15.13, 21.28.08.15.12, 21.28.08.15.34, 21.28.08.15.31, 21.28.08.15.33, 21.28.08.15.32, 21.28.08.14.44, 21.28.08.14.41, 21.28.08.14.14, 21.28.08.14.11, 21.28.08.14.43, 21.28.08.14.42, 21.28.08.11.23, 21.28.08.13.44, 21.28.08.13.41, 21.28.08.13.43, 21.28.08.13.42, 21.28.08.13.13, 21.28.08.13.12, 21.28.08.13.24, 21.28.08.13.21, 21.28.08.13.23, 21.28.08.13.22, 21.28.09.18.44, 21.28.09.18.41, 21.28.09.18.14, 21.28.09.18.11, 21.28.09.18.43, 21.28.09.18.42, 21.28.09.18.13, 21.28.09.18.12, 21.28.09.18.34, 21.28.09.18.31, 21.28.09.18.24, 21.28.09.18.21, 21.28.09.18.33, 21.28.09.18.32, 21.28.09.18.23, 21.28.09.18.22, 21.28.09.07.23, 21.28.09.07.22, 21.28.09.19.41, 21.28.09.19.14, 21.28.09.19.11, 21.28.09.08.33, 21.28.09.17.44, 21.28.09.17.41, 21.28.09.17.43, 21.28.09.17.42, 21.28.09.17.13, 21.28.09.17.12, 21.28.09.17.34, 21.28.09.17.31, 21.28.09.17.24, 21.28.09.17.21, 21.28.09.17.33, 21.28.09.17.32, 21.28.09.17.23, 21.28.09.17.22, 21.28.09.20.44, 21.28.09.20.41, 21.28.09.20.14, 21.28.09.20.11, 21.28.09.20.13, 21.28.09.20.12, 21.28.09.09.31, 21.28.09.09.24, 21.28.09.09.32, 21.28.09.09.23, 21.28.09.09.22, 21.28.09.16.44, 21.28.09.16.41, 21.28.09.16.14, 21.28.09.16.11, 21.28.09.16.43, 21.28.09.16.42, 21.28.09.16.13, 21.28.09.16.12, 21.28.09.16.34, 21.28.09.16.31, 21.28.09.16.24, 21.28.09.16.21, 21.28.09.16.33, 21.28.09.16.32, 21.28.09.16.23, 21.28.09.16.22, 21.28.09.21.44, 21.28.09.21.41, 21.28.09.21.14, 21.28.09.21.11, 21.28.09.21.43, 21.28.09.21.42, 21.28.09.21.13, 21.28.09.21.12, 21.28.09.21.34, 21.28.09.21.31, 21.28.09.21.24, 21.28.09.21.21, 21.28.09.21.23, 21.28.09.21.22, 21.28.09.10.31, 21.28.09.10.33, 21.28.09.10.32, 21.28.09.10.23, 21.28.09.15.44, 21.28.09.15.41, 21.28.09.15.14, 21.28.09.15.11, 21.28.09.15.43, 21.28.09.15.42, 21.28.09.15.13, 21.28.09.15.12, 21.28.09.15.34, 21.28.09.15.31, 21.28.09.15.24, 21.28.09.15.21, 21.28.09.15.33, 21.28.09.15.32, 21.28.09.15.23, 21.28.09.15.22, 21.28.09.22.44, 21.28.09.22.41, 21.28.09.22.14, 21.28.09.22.11, 21.28.09.22.43, 21.28.09.22.42, 21.28.09.22.13, 21.28.09.22.12, 21.28.09.22.34, 21.28.09.22.31, 21.28.09.22.24, 21.28.09.22.21, 21.28.09.22.33, 21.28.09.22.32, 21.28.09.22.23, 21.28.09.22.22, 21.28.09.27.44, 21.28.09.27.41, 21.28.09.27.14, 21.28.09.27.11, 21.28.09.27.43, 21.28.09.27.42, 21.28.09.27.13, 21.28.09.27.12, 21.28.09.27.34, 21.28.09.27.31, 21.28.09.27.24, 21.28.09.27.21, 21.28.09.27.22, 21.28.09.14.44, 21.28.09.14.41, 21.28.09.14.14, 21.28.09.14.43, 21.28.09.14.42, 21.28.09.14.13, 21.28.09.14.34, 21.28.09.14.31, 21.28.09.14.24, 21.28.09.14.21, 21.28.09.14.33, 21.28.09.14.32, 21.28.09.14.23, 21.28.09.14.22, 21.28.09.23.44, 21.28.09.23.41, 21.28.09.23.14, 21.28.09.23.11, 21.28.09.23.43, 21.28.09.23.42, 21.28.09.23.13, 21.28.09.23.12, 21.28.09.23.34, 21.28.09.23.31, 21.28.09.23.24, 21.28.09.23.21, 21.28.09.23.33, 21.28.09.23.32, 21.28.09.23.23, 21.28.09.23.22, 21.28.09.26.44, 21.28.09.26.41, 21.28.09.26.14, 21.28.09.26.11, 21.28.09.26.43, 21.28.09.26.42, 21.28.09.26.13, 21.28.09.26.12, 21.28.09.26.34, 21.28.09.26.31, 21.28.09.26.24, 21.28.09.26.21, 21.28.09.26.33, 21.28.09.26.32, 21.28.09.26.23, 21.28.09.26.22, 21.28.09.35.44, 21.28.09.35.41, 21.28.09.35.14, 21.28.09.35.11, 21.28.09.35.43, 21.28.09.35.42, 21.28.09.35.13, 21.28.09.35.12,

21.28.09.35.24, 21.28.09.35.21, 21.28.09.35.23, 21.28.09.35.22, 21.28.09.13.34, 21.28.09.13.33, 21.28.09.24.44, 21.28.09.24.43, 21.28.09.24.34, 21.28.09.24.33, 21.28.09.25.44, 21.28.09.25.43, 21.28.09.25.34, 21.28.09.25.31, 21.28.09.25.33, 21.28.09.25.32, 21.28.09.25.23, 21.28.09.36.44, 21.28.09.36.41, 21.28.09.36.14, 21.28.09.36.11, 21.28.09.36.43, 21.28.09.36.42, 21.28.09.36.13, 21.28.09.36.12, 21.28.09.36.34, 21.28.09.36.31, 21.28.09.36.24, 21.28.09.36.21, 21.28.09.36.33, 21.28.09.36.32
FERC License Number: N/A
PG&E Drawing Number: SL-1708, SL-1709
Plat No.:
LD of Affected Documents: XXGT-01-0667, 2128-08-0065, 2128-08-0066, 2128-08-0067
LD of Cross Referenced Documents:
Type of interest: Electric Pole Line Easements (3), Electric Tower Line Easements (2), Sale of Fee (11F); Utility Lot Easement (X)
SBE Parcel: 135-32-19A-3, 135-18-1-10, 135-18-1-11, 135-18-1-12, 135-18-1-13, 135-18-1-14, 135-18-1-5, 135-18-1-6, 135-18-1-7, 135-18-1-8, 135-18-1-9, 135-18-1B-1, 135-18-1B-2, 135-18-1A-1, 135-18-1A-2, 135-32-19-2, 135-32-19A-1, 135-32-19A-2, 135-18-001A-1, 135-32-19-4, 135-32-19A-4, 135-18-2-1, 135-32-31-1, 135-32-31-2
% Being Quitclaimed: N/A
Order or PM: 8180583
JCN:
County: Plumas, Lassen
Utility Notice Number: N/A
851 Approval Application No: TBD ;Decision:
Prepared By: R9M1
Checked By: ERSE
Approved By:
Revised by:

EXHIBIT D

EXHIBIT D

Assignment of Rights, REV 9/18

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

_____
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD# 2128-08-10038 ASSIGNMENT

ASSIGNMENT OF EASEMENTS

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**Assignor**"), for good and valuable consideration, the receipt of which is acknowledged, hereby assigns, transfers and conveys to HAMILTON BRANCH HYDRO, LLC, a Maryland limited liability company ("**Assignee**"), all of Assignor's right, title and interest in and to those certain rights of way and easements for the use, maintenance and repair of existing drainage channel described in the deeds set forth in Exhibit "A" attached hereto and made a part hereof.

Assignee hereby accepts the foregoing transfer, assignment and conveyance and hereby agrees to assume and discharge all of the obligations of Assignor relating to rights described herein and be bound by all the terms and conditions thereof, first arising and accruing on and after the date set forth below. Assignor will remain responsible for all of the obligations of Assignor first arising and accruing prior to the date set forth below.

The easements hereby assigned are no longer necessary or useful to Grantor in the performance by it of its duties to the public.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth below.

Dated _____, 20__.

Assignor: PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

Dated: _____, _____ By: _____

Name:
Its:

Assignee: HAMILTON BRANCH HYDRO, LLC, a Maryland limited liability company

Dated: _____, _____ By _____

Name: _____
Its: _____

Exhibit "A"

PG&E LD#	Grantor	Description of Rights	Date	Recording Information (Official Records)		
				County	Book	Page
2128-08-0372	Miklas, Francis G. and Patricia G.	Easement for use, maintenance and repair of existing drainage channel	04/21/97	Plumas	706	678
2128-08-0373	Brown, Tim T, and others	Easement for use, maintenance and repair of existing drainage channel	05/01/97	Plumas	706	682

Attach to LD: 2128-08-10038
Area, Region or Location: 6
Land Service Office: Chico
Line of Business: Hydro (24)
Business Doc Type: Conveyances Out
MTRSQ: 21.28.08.21.13
FERC License Number: N/A
PG&E Drawing Number: N/A
Plat No.: N/A
LD of Affected Documents: 2128-08-0372, 2128-08-0373
LD of Cross Referenced Documents: N/A
Type of interest: Conveyances Out (11)
SBE Parcel: N/A
% Being Quitclaimed: N/A
Order or PM: 8180583
JCN: N/A
County: Plumas
Utility Notice Number: N/A
851 Approval Application No: ;Decision:
Prepared By: r9m1, dqmm
Checked By: erse
Approved By:
Revised by:

EXHIBIT E

EXHIBIT E

LD 2128-08-10047

ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF AGREEMENTS ("Agreement"), dated for reference purposes only as of _____, 20___, is made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Assignor"), and HAMILTON BRANCH HYDRO, LLC, a Maryland limited liability company ("Assignee").

RECITALS

A. This Agreement is delivered pursuant to that certain Purchase and Sale Agreement ("Purchase and Sale Agreement") dated _____, by and among Assignor and Assignee, relating to the real property located in the Counties of Lassen and Plumas, State of California, as more particularly described in Exhibit A attached hereto and made a part hereof ("Real Property").

B. Assignor has entered into that certain lease agreement, dated February 14, 2022, as Lessor, with Mountain Meadows Conservancy, a California non-profit public benefit corporation, as Lessee, pertaining to a portion of the Real Property for the purpose of a day use area, parking lot and trail, a copy of which is attached in Exhibit B and made a part hereof ("Lease").

C. Assignor has entered into that certain license agreement, dated January 9, 2025, as Licensor, with Almanor Fishing Association, a California non-profit public benefit corporation, pertaining to a portion of the Real Property for the operation and maintenance of fish rearing pens, a copy of which is attached in Exhibit C and made a part hereof ("License").

D. Assignor has entered into that certain license agreement, dated January 9, 2025, as Licensor, with Almanor Fishing Association, a California non-profit public benefit corporation, pertaining to a portion of the Real Property for the purpose of ingress and egress, a copy of which is attached in Exhibit D and made a part hereof ("License").

E. Assignor has entered into that certain agreement, dated December 14, 1989, together with the State of California, acting by and through its Department of Fish and Game, pertaining to a portion of the Real Property for the purpose of water storage, water releases, fish ladders, deer escapes, waterfowl nesting, control of grazing, fencing and funding, a copy of which is attached in Exhibit E and made a part hereof ("Agreement").

F. Assignor desires to assign, transfer and convey all of its right, title and interest in and to the Lease and Licenses, and Assignee is willing to assume all of the obligations of Assignor in (the "Agreements".

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment.

Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest, in and to the Agreements, affecting the Real Property, set forth on Exhibit B, Exhibit C and Exhibit D, attached hereto and made a part hereof.

2. Effective Date

This Agreement shall be effective as of the date ("Effective Date") that the grant deed conveying title to the Real Property to Assignee is recorded in the official records of Plumas and Lassen Counties.

3. Acceptance and Assumption.

Assignee hereby accepts the foregoing transfer, assignment and conveyance and hereby agrees to assume and discharge all of the obligations of Assignor relating to the Agreements and be bound by all the terms and conditions thereof, first arising and accruing on and after the Effective Date. Assignor will remain responsible for assuming all of the obligations of Assignor first arising and accruing prior to the Effective Date.

4. Indemnity.

Assignee shall indemnify Assignor per Section 11.3(a) of the Purchase and Sale Agreement.

5. Disclaimer.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

EXHIBIT E

LD 2128-08-10047

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement as of the date set forth each signature, effective upon the Effective Date.

ASSIGNOR: PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

Dated: _____, ___ By: _____

Name:

Its:

ASSIGNEE: HAMILTON BRANCH HYDRO, LLC, a Maryland limited liability company

Dated: _____, ___ By _____

Name: _____

Its: _____

LD 2128-08-10047

EXHIBIT A
"REAL PROPERTY"

PARCEL ONE:

SBE: 135-18-1-10; 135-18-1-11, 135-18-1-12, 135-18-1-13, 135-18-1-14, 135-18-1-5, 135-18-1-6, 135-18-1-7, 135-18-1-8, 135-18-1-9, 135-18-1B-1, 135-18-1B-2
APNS 123-110-09, 123-120-03, 123-120-05, 123-120-08, 123-120-09, 123-130-02, 123-130-04, 123-130-07, 123-130-08, 123-160-01, 123-160-03, 123-160-05, 123-160-08, 123-160-09, 123-100-09, 123-150-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35, AND 36, ALL OF TOWNSHIP 28 NORTH, RANGE 9 EAST, AND IN SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, ALL OF MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED DECEMBER 31, 1945, IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SO-CALLED INDIAN OLE OR MOUNTAIN MEADOWS RESERVOIR, INCLUDING THE DAM AND DAM SITE, EXTENDING ACROSS SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35 AND 36, TOWNSHIP 28 NORTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN, SO AS TO INCLUDE THE AREA LYING BETWEEN AND BELOW THE 4960 FOOT CONTOUR ON THE RED RIVER LUMBER COMPANY WESTWOOD DATUM, TOGETHER WITH A STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET ENTIRELY ENCIRCLING SAID RESERVOIR AND LYING CONTIGUOUS TO AND ON THE OUTSIDE OR UPHILL SIDE OF SAID CONTOUR AROUND SAID RESERVOIR FROM THE POINTS OPPOSITE THE TOE OF SAID DAM AND CONTIGUOUS TO AND ON THE DOWNSTREAM SIDE OF A LINE JOINING SAID OPPOSITE POINTS AND EXTENDING ALONG THE TOE OF SAID DAM.

LAND RECORDS OF THE PACIFIC GAS AND ELECTRIC COMPANY INDICATE THAT THE SPILLWAY ELEVATION OF 4958.84 FEET ON THE SAID RED RIVER LUMBER COMPANY WESTWOOD DATUM CORRESPONDS TO 5042.58 FEET ON THE U. S. GEOLOGICAL SURVEY DATUM.

LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTIONS 7 AND 8 THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 31, PAGE 423 OF OFFICIAL RECORDS OF LASSEN COUNTY.

ALSO LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7 AND 18, TOWNSHIP 28 NORTH, RANGE 9 EAST, THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND

CONVEYED IN A DEED RECORDED IN BOOK 28, PAGE 279 OF DEEDS OF LASSEN COUNTY, BEING A 100 FOOT WIDE STRIP OF LAND.

ALSO LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7 AND 18, TOWNSHIP 28 NORTH, RANGE 9 EAST, THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 265, PAGE 266 OF OFFICIAL RECORDS OF SAID LASSEN COUNTY, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE PORTION OF THE SO-CALLED INDIAN OLE MOUNTAIN MEADOWS RESERVOIR AND OF THE STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET LYING CONTIGUOUS THERETO LYING NORTH OF THE NORTH LINE OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CENTRAL PACIFIC RAILWAY CO., AS ESTABLISHED BY CONGRESSIONAL GRANT ON MARCH 2, 1899, AND NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE WESTERN PACIFIC RAILROAD, AS DESCRIBED IN THE DEED TO SAID WESTERN PACIFIC RAILROAD COMPANY, RECORDED DECEMBER 7, 1931 IN BOOK 28 OF DEEDS AT PAGE 279, LASSEN COUNTY RECORDS.

PARCEL TWO:

SBE: 135-32-19A-3

APN 106-01 AND 104-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 21, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING THE PARCEL DESCRIBED AS PART 5 NUMBER 2 IN A DOCUMENT RECORDED JANUARY 2, 1946, IN VOLUME 83, PAGE 154, OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 70 ° 09' WEST 2003.5 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 4 ° 29' 30" EAST 73.82 FEET; THENCE NORTH 5 ° 55' 30" EAST 50.0 FEET; THENCE NORTH 7 ° 21' 30" EAST 50.0 FEET; THENCE NORTH 8 ° 21' 30" EAST 35.0 FEET; THENCE SOUTH 72 ° 10' 30" WEST 610.0 FEET TO THE EASTERLY LINE OF THE PARCEL OF LAND DESIGNATED 1 IN THE DEED EXECUTED BY THE RED RIVER LUMBER COMPANY TO GREAT WESTERN POWER COMPANY OF CALIFORNIA RECORDED IN VOLUME 81, PAGE 433 OF DEEDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE, BEING THE 4500 CONTOUR, THE FOLLOWING APPROXIMATE COURSES: SOUTH 32 ° 36' 30" WEST 240.42 FEET; SOUTH 1 ° 21' WEST 478.92 FEET; THENCE NORTH 72 ° 10' 30" EAST 711.64 FEET; THENCE NORTH 4 ° 29' 30" EAST 449.57 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
"LEASE"

LD 2128-08-10032

INDIAN OLE DAY USE AREA GROUND LEASE AGREEMENT FOR RECREATIONAL USE

This Lease (this "**Lease**") is made and entered into this 14th day of February, 2022 (the "**Effective Date**") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("**PG&E**"), and MOUNTAIN MEADOWS CONSERVANCY, a California public charity ("**Lessee**").

RECITALS:

A. PG&E owns the real property commonly known as **Mountain Meadows Reservoir** (the "**Reservoir**"), Assessor's Parcel Number **123-110-09-11** State Board of Equalization No.**135-18-001B-1** located in the County of **Lassen**, State of California, which land together with all easements and rights appurtenant thereto are hereinafter referred to as (the "**Property**").

B. Lessee wishes to lease a portion of the Property for use as a day use area, parking lot and trail, and PG&E is willing to lease to Lessee, subject to the terms and conditions set forth below, that portion of the Property.

NOW, THEREFORE, for good and valuable consideration, PG&E and Lessee hereby agree as follows:

1. Lease of Property; Lessee's Activities. Subject to the terms and conditions set forth in this Lease, PG&E leases to Lessee a portion of the Property as shown on **Exhibit "A"** attached hereto and made a part hereof (the "**Lease Area**") to allow Lessee's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees ("**Lessee's Representatives**") to enter from time to time at reasonable times, the Lease Area for the sole purpose to occupy, maintain and use a recreational site (the "**Lessee's Activities**"). All of Lessee's Activities shall be performed at Lessee's sole cost and expense.

2. Term; Termination; Default; Holdover; Surrender.

(a) Term. This Lease shall be for a term of ten years commencing on the Effective Date and expiring ten (10) years from the Effective Date, unless sooner terminated (the "**Term**").

(b) Termination. PG&E may terminate this Lease if PG&E in its reasonable judgement finds it necessary to obtain the Lease Area in order to use the Property for utility purposes or to fulfill its obligations as described under Section 6, upon One Hundred Eighty (180) days prior written notice to the Lessee. Such right will only be exercised in the event PG&E's proposed use for utility purposes is inconsistent with Lessee's continued occupancy. Lessee waives any relocation assistance pursuant to Section 7260 ET SEQ. of the Government Code or the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C §§ 4601 ET SEQ., or under any similar law, statute or ordinance now or hereafter in effect. Lessee further acknowledges that PG&E's right to terminate this Lease shall not be affected by any of Lessee's Improvements (as defined in 3(a)) and Alterations (as defined in

3(b)) within the Lease Area regardless of the nature or extent of Lessee's Improvements or Alterations. Lessee understands and agrees that Lessee has or will make a substantial investment in installing and maintaining Lessee's Improvements or Alterations and Lessee shall not be entitled to any compensation whatsoever for the termination of this Lease. Lessee 's obligations under this Section shall survive the expiration or termination of this Lease.

(c) Default. The occurrence of any one or more of the following events during the Term and after thirty (30) days written notice from PG&E to Lessee to cure such event shall constitute a breach of this Lease by Lessee, in which event PG&E may exercise the rights set forth in this Section or as otherwise provided at law or in equity: Default in the performance of or compliance with any of terms or conditions to be performed or observed by Lessee under this Lease, or (iii) Lessee assigns, subleases, transfers, conveys or encumbers any of Lessee's interest in this Lease, which will be deemed to be an incurable breach (collectively "**Default**"). Lessee acknowledges and agrees that the notices required to be given by PG&E shall, in each case, be in lieu of, and not in addition to, any notice required under Section 1161 of the California Code of Civil Procedure, and shall be deemed to satisfy the requirement, if any, that notice be given pursuant to this Section. Upon the occurrence of any Default, PG&E in its sole discretion may elect to terminate this Lease. All costs and expenses incurred by or on behalf of PG&E, including attorneys' fees incurred in connection with such Default, shall have been paid by Lessee and been fully remedied to the satisfaction of PG&E. Upon such termination, PG&E shall have the right to recover from Lessee damages in the amounts set forth in Civil Code Section 1951.2. Upon the occurrence of any Default, this Lease shall continue in effect for so long as PG&E does not terminate this Lease and PG&E shall have the right to enforce all its rights and remedies under this Lease, including the remedies described in California Civil Code Section 1951.4. All of the remedies afforded to Lessee and PG&E under this Lease shall be in addition to all other remedies such parties may have at law or in equity. Waiver by PG&E of any Default shall be effective only if it is in writing and shall not be deemed a waiver of any other breach, or any subsequent breach of the same obligation. PG&E's acceptance of payment by Lessee shall not constitute a waiver of any Default. Acceptance of payment by PG&E after commencement of a legal proceeding or final judgment shall not affect such proceeding or judgment.

(d) Holding Over. Lessee shall have no right to holdover possession of the Lease Area after the expiration of this Lease without PG&E's prior written consent, which PG&E may withhold in its sole and absolute discretion. If Lessee remains in possession of the Lease Area after the expiration of the Term of this Lease, Lessee shall be deemed to be occupying the Lease Area on a month-to-month tenancy only and effective immediately after the expiration of the Term. Lessee shall also pay PG&E all of PG&E's direct and consequential damages resulting from Lessee's holdover. Lessee shall defend, protect, indemnify and hold the PG&E harmless from and against any and all Claims resulting from failure to surrender possession upon the expiration or termination of this Lease. No acceptance of payments by PG&E under this holdover provision shall operate as a waiver of PG&E's right to regain possession or any other of PG&E's remedies.

(e) Surrender. Upon the expiration or termination of this Lease, at Lessee's sole cost and expense, remove all of Lessee's and Lessee's Representatives' personal property, and all debris and waste material resulting from Lessee's Activities, and repair and restore the

Property as nearly as possible to the condition that existed prior to Lessee's entry hereunder to PG&E's satisfaction. Lessee shall bear the entire cost of such removal, repair and restoration, and PG&E shall have no liability for any losses or damages caused by or related to the expiration or termination of this Lease. In the event Lessee fails to comply with the requirements of this Section, PG&E may elect, at Lessee's expense, to remove the personal property, debris and waste material and to perform such repair or restoration as necessary. Lessee shall pay such costs and expenses within ten (10) days after receipt of an invoice therefor.

3. Improvements.

(a) Lessee's Improvements. PG&E hereby consents to any and all existing improvements, including a recreational site built on the Lease Area as of the Effective Date of this Lease ("**Lessee's Improvements**") unless Lessee has otherwise been previously notified in writing by PG&E, subject to any and all removal obligations set forth in this Lease and in the Rules and Regulations as defined in Section 8(b) below. The Lessee's Improvements were constructed by Lessee or Lessee's predecessor-in-interest at their sole cost and expense, and Lessee's Improvements are owned by Lessee and will be deemed personal property of the Lessee and not part of the real property.

(b) Alterations. Lessee shall make no changes, additions, improvements or alterations to the Lessee's Improvements or Lease Area, including, but not limited to, remodeling, expanding or rebuilding of the recreational site, or installing new or modifying existing utility service, or installing new or modifying the existing septic system ("**Alterations**"), without in each instance submitting plans and specifications ("**Lessee Improvement Plan**") to PG&E and obtaining PG&E's prior written approval, which approval may be withheld at PG&E's sole and absolute discretion. Any such approved Alterations shall be made by Lessee in a good and workmanlike manner, in compliance with the Rules and Regulations as set forth in Section 8(b), at Lessee's sole cost and expense. Any amendments to the Lessee Improvement Plan shall be subject to PG&E's review and approval, which approval shall be at PG&E's sole and absolute discretion. PG&E's review and approval of the Lessee Improvement Plan and any amendments thereto shall not create any liability of any kind on the part of PG&E or constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review and approval regarding such documents.

(c) Entitlements. Lessee shall have the right to process all applications, documents and other instruments or entitlements necessary or appropriate for the use of the Lease Area or for any Alterations to be constructed pursuant to the Lessee Improvement Plan. PG&E shall reasonably cooperate with the processing of such items, provided that PG&E shall not be required to expend any sums, nor assume any liability, nor agree to any invasive testing, with respect thereto.

4. Rent.

(a) Rental Fees. Rental fees associated with this lease have been waived given the nature of the use and the public benefits of that use.

(b) Expenses. Lessee shall pay directly all expenses, including, but not limited to insurance, repair, maintenance and operation of Lessee's Improvements or Alterations and all other obligations of every kind and nature whatsoever relating to the use of the Lease Area during the Term and any holdover possession of this Lease.

5. Utilities. During the Term and any holdover possession, Lessee shall pay or cause to be paid prior to delinquency all charges for electricity, water, gas, sewer, garbage, recycling, telephone and any other public or private utility services at any time rendered to or in connection with the Lease Area, Lessee's Improvements or Alterations and shall comply with all contracts relating to such services. PG&E shall have no responsibility to obtain or continue any utility service to the Lease Area. Any additional utility installation not currently serving the Lease Area will be deemed as an Alteration and must be approved by PG&E as part of the Lessee Improvement Plans.

6. Conservation Documents.

(a) PG&E and Lessee hereby enter into this Lease with reference to the following:

(1) PG&E is a party to that certain Settlement Agreement (the "**Settlement Agreement**") as modified and approved by the CPUC in its Opinion and Order of December 18, 2003 (Decision 03-12-035).

(2) In furtherance of the Settlement Agreement, and to provide additional detail regarding the implementation of the "**Land Conservation Commitment**" (defined below), the parties to the Settlement Agreement and other interested parties entered into that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the "**Stipulation**").

(3) The Settlement Agreement and the Stipulation (collectively, the "**Governing Documents**") require PG&E to ensure that approximately 140,000 acres of watershed lands and approximately 655 acres of land located in the Carizzo Plains, all owned by PG&E (collectively, the "**Watershed Lands**"), including the Lease Area, are conserved for a broad range of beneficial public values, including the protection of the natural habitat of fish, wildlife and plants; the preservation of open space; outdoor recreation by the general public; sustainable forestry; agricultural uses; and historic values. The obligations of PG&E with respect to the Watershed Lands are set forth in detail in Appendix E of the Settlement Agreement and in Section 12 of the Stipulation and are defined therein as the "**Land Conservation Commitment**."

(4) Pursuant to the Governing Documents, the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation (the "**Stewardship Council**") was created to oversee and carry out the Land Conservation Commitment. In accordance with the Governing Documents, the Stewardship Council developed and adopted a land conservation plan (the "**LCP**") for protection of the Watershed Lands for the benefit of the citizens of California. The LCP includes, among other things, objectives to preserve and/or enhance the beneficial public values identified on each parcel of Watershed Lands.

(5) In addition to the LCP, the Stewardship Council is developing a disposition package for the Lease Area (the "**Disposition Package**") in order to carry out the objectives of the LCP with respect to the Lease Area.

(6) PG&E has agreed that, subject to (A) CPUC approval under California Public Utilities Code Section 851, (B) approval by the Federal Energy Regulatory Commission (the "**FERC**") for lands subject to its jurisdiction, and (C) certain other requirements provided in the Governing Documents, every parcel of the Watershed Lands, including the Lease Area, will be subject to a fee simple donation or donations and/or conservation easement or easements donated by PG&E to one or more public agencies or qualified non-profit conservation organizations.

(7) In furtherance of the foregoing, PG&E intends to grant a conservation easement or easements (the "**Conservation Easement**") over the Lease Area to one or more public agencies or qualified non-profit conservation organizations (the "**Easement Grantee**").

(8) Concurrently with the conveyance of the Conservation Easement, it is anticipated that the Easement Grantee and PG&E will enter into a land management plan (as initially adopted, and as the same may be modified and replaced from time to time, the "**Land Management Plan**") to preserve and enhance the beneficial public values present at the Lease Area.

(b) Lessee acknowledges and agrees that, except as expressly set forth above, neither PG&E nor its officers, directors, employees or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, as to the Governing Documents, the Land Conservation Commitment, the LCP, the Disposition Package, the Conservation Easement, the Land Management Plan, and the conveyances and agreements that PG&E may enter into pursuant to the foregoing (collectively, the "**Conservation Documents**"), the activities to be carried out pursuant thereto, or the potential physical, economic or other impact thereof on Lessee , the Lease Area, the rights and obligations of Lessee under this Lease or otherwise.

(c) Without in any way limiting PG&E's rights under Section 2 above, PG&E may terminate this Lease under Section 2 above, at any time, where PG&E determines such termination is or may be necessary or desirable to further the purposes of the LCP or the Land Management Plan. In addition, PG&E shall have the right to require modifications to Lessee 's Activities to the extent necessary or desirable to preserve and enhance the beneficial public values present at the Lease Area in accordance with the Conservation Documents. Lessee acknowledges that, such modifications may result in Lessee being required to conduct, or refrain from conducting, certain activities currently permitted on some or all of the Lease Area and such modifications may materially impact Lessee economically and otherwise. In addition to the rights reserved under this Lease, PG&E and others permitted by the Conservation Documents shall have the right to temporarily or permanently construct on the Lease Area such new structures or other improvements as PG&E deems appropriate in PG&E's sole discretion to comply with the provisions of the Conservation Documents ("**LCP Facilities**"), and to reconstruct, maintain, operate and use the LCP Facilities. PG&E shall give

Lessee at least thirty (30) days' prior written notice of PG&E's election to modify Lessee 's use hereunder.

(d) If PG&E shall sell, convey or otherwise transfer fee title to the Lease Area, and assign the interest in this Lease concerning the Lease Area or any portion thereof, to one or more transferees, including, without limitation, any transfer or transfers described in this Section, PG&E shall thereupon be released from any and all covenants, liabilities and obligations (express or implied) on the part of PG&E under this Lease, accruing from or after the date of such sale, conveyance or transfer, and Lessee shall look solely to the transferee or transferees for performance of the obligations of PG&E under this Lease. This Lease shall not be affected by such sales, conveyances or transfers, except for such modifications set forth herein, and Lessee agrees to attorn to the transferee or transferees, such attornment to be effective and self-operative without the execution of any further instrument by the parties to this Lease. Under no circumstances shall PG&E be liable for any act or omission whatsoever of any Easement Grantee with regard to the Conservation Easement, the Conservation Documents or otherwise, as more specifically set forth in this Section. PG&E shall also have the right to reserve in any deed or by separate instrument, easements and other retained rights for PG&E's benefit upon any sale, conveyance or transfer of the Lease Area, or any portion thereof (the "**Reserved Easements**"), including, without limitation, easements and other rights of entry and use for the installation, replacement, use, operation, repair and maintenance of hydroelectric, water delivery and other existing or future facilities on the Lease Area or in connection with property in the vicinity of the Lease Area, for the investigation, remediation and mitigation of any Hazardous Materials and/or in connection with FERC requirements. Lessee hereby agrees that this Lease shall be subject to, and subordinate to, the Reserved Easements. Lessee agrees to take such reasonable actions, including but not limited to acknowledging, delivering or executing instruments and documents, as may be required to effectuate the purposes of this Section, and to further document the provisions of this Lease that will continue in effect between Lessee and PG&E, as a third-party beneficiary.

(e) This Section shall be self-operative, and no further instrument of subordination shall be required. However, Lessee agrees to execute such documentation as may be reasonably requested by PG&E in order to carry out the terms of this Section.

7. Condition of the Property. Lessee accepts the Property "as is", in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Property. Lessee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property:

(a) electric and magnetic fields, electromagnetic fields, power frequency fields, and extremely low frequency fields, however designated, whether emitted by electric transmission lines, other electrical distribution equipment or by any other means ("**EMFs**");

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous** Substances" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements, as defined herein, relating to the protection of human health or the environment, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating

emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof; or

(3) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("**PCBs**") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Lessee shall take all necessary precautions to protect Lessee's Representatives from risks of harm from Potential Environmental Hazards, and Lessee shall be responsible for the health and safety of Lessee's Representatives. Lessee acknowledges that it has previously evaluated the condition of the Property and all matters affecting the suitability of the Property for the uses permitted by this Lease, including, but not limited to, the Potential Environmental Hazards listed herein.

8. Lessee's Covenants.

(a) Legal Compliance. Lessee agrees, at Lessee's sole cost and expense, promptly to comply, and cause all of Lessee's Representatives to comply, with (i) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, those laws which relate to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances or to health, safety, noise, environmental protection, air quality or water quality, (ii) the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Lessee's Activities or Lessee's use or occupancy of the Property; and (iii) any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Lessee has notice, which may be applicable to the Property (collectively, "**Legal Requirements**") regardless of when they become effective, insofar as they relate to Lessee's Activities or the use or occupancy of the Property by Lessee. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether or not PG&E is a party in such action or proceeding, that Lessee has violated any Legal Requirement relating to the use or occupancy of the Property, shall be conclusive of that fact as between PG&E and Lessee. Lessee shall furnish satisfactory evidence of such compliance upon request by PG&E.

(b) Rules and Regulations. Lessee agrees, at Lessee's sole cost and expense to comply with any and all on-site safety and security requirements and with all rules and regulations promulgated by PG&E, as such rules and regulations may be changed from time to time.

(c) Maintenance. Lessee agrees, at Lessee's sole cost and expense, to maintain the Lease Area, Lessee's Improvements and Alterations in a good and safe condition. Lessee shall maintain the Lessee Improvements and Alterations, including, without limitation all buildings, structures, roads, utilities, wells, drainage, sewage lines, and all other improvements within the Lease Area in reasonably good order and condition to the satisfaction of PG&E, and PG&E shall have no obligation whatsoever to maintain the Lease Area of any part thereof. Lessee shall not have the right to claim any exemption or other lesser standard concerning maintenance on the basis that PG&E is a public utility or that PG&E, as a public utility, may have any rights as to the Lessee Improvements or Alterations due to the manner that such Lessee Improvements or Alterations are affixed to the Property or due to any reversion right that PG&E may have in the Lessee Improvements or Alterations. If in PG&E's opinion any of the Lease Area, Lessee Improvements and/or Alterations are not in reasonably good order or condition, PG&E may provide Lessee with written notice to repair, replace, renovate or close the affected Lessee Improvements and/or Alterations. Lessee shall make the necessary repairs, replacements or renovations within forty-five (45) days of receipt of PG&E's notice or as soon as practicable. All repairs, replacements or renovations shall be performed by Lessee in compliance with Section 3(b) of this Lease.

(d) Vegetation. Lessee shall maintain the grounds in a safe condition and will remove any hazardous, dead or dying trees or other vegetation at Lessee's own risk and expense and in compliance with the Rules and Regulations as set forth in Section 8(b). Lessee shall obtain PG&E's written approval prior to the removal of any trees.

(e) Notification of Investigations, Orders or Enforcement Proceedings. Lessee agrees to notify PG&E in writing within three (3) business days after obtaining knowledge of any investigation, order or enforcement proceeding that in any way relates to the Property, or to the occurrence of any contamination or suspected contamination on, within, or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document that may have been issued, executed or proposed, whether draft or final.

(f) Non-Interference. Lessee agrees that Lessee shall not in any way interfere or permit any interference with the use of the Property by PG&E. Interference shall include, but not be limited to, any activity by Lessee that places any of PG&E's gas or electric facilities in violation of any of the applicable provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or of any other applicable provisions of the laws and regulations of the State of California or other governmental agencies under which the operations of utility facilities are controlled or regulated, including, without limitations, the CPUC or FERC. Lessee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety, which minimum clearances are incorporated herein by reference, but even if such orders allow it, under no circumstances closer than ten (10) feet from any energized electric conductors or appliances. Lessee acknowledges and agrees that the primary use of the Property is for generation of hydroelectric power and the Lake levels can vary dramatically according to PG&E's operational needs and with FERC License requirements. Lessee has no right to demand, and PG&E has no obligation to maintain the Lake at levels desirable to Lessee, regardless of the presence of improvements or occupancy of any area subject to flooding.

(g) Emergency Situations. Lessee agrees that Lessee and Lessee's Representatives shall cooperate with PG&E and abide by any and all orders or instructions regarding Lessee's Activities within the Lease Area by PG&E, its employees, or agents. PG&E reserves the right to restrict access to the Property in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E facilities within or in the vicinity of the Property, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

(h) Lessee's Activities. Lessee agrees that Lessee and Lessee 's Representatives shall notify PG&E of any potential safety, environmental or other hazards to PG&E employees or property arising out of, or associated with, Lessee 's Activities or stemming from conditions caused by Lessee, so that PG&E may take appropriate precautions. Lessee shall not make use of the Property in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Property by PG&E or others entitled to use the Property. Lessee agrees that Lessee shall conduct Lessee's Activities in such a manner so as to protect the Property, PG&E's utility facilities, the environment and human health and safety. Lessee shall be solely responsible for the proper disposal of all trash, debris, and other similar materials, and shall not allow the disposal of any trash or any substance or material on the Property. In the event that Lessee should discover or encounter any potential

historical, archaeological or cultural artifacts or resources, Lessee shall immediately cease any activity that might disturb such artifacts or resources, and shall notify PG&E of the discovery within forty-eight (48) hours. Lessee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of, the Property. Lessee agrees to be responsible for the clean-up and remediation of any releases of Hazardous Substances resulting from Lessee 's Activities, or any activity by Lessee or Lessee 's Representatives, and shall immediately report the details of any such releases to PG&E and to the appropriate regulatory agencies as required by any and all applicable Legal Requirements. In the event PG&E determines that Lessee's Activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health or safety, PG&E may, in PG&E's sole and absolute discretion, require that Lessee halt Lessee's Activities until appropriate protective measures may be taken to eliminate such endangerment to PG&E's satisfaction. Lessee waives any claims against PG&E resulting from any delay under this Section. PG&E's right to halt activities under this Section shall not in any way affect or alter Lessee's insurance or indemnity obligations under this Lease, nor shall it relieve Lessee from any of Lessee's obligations hereunder that pertain to health, safety, or the protection of the environment.

(i) Taxes. Lessee agrees to pay any and all taxes and/or assessments levied against PG&E for any of Lessee's personal property including, without limitation, any increase in real property taxes incurred by PG&E as a result of Lessee's Activities, Lessee's Improvements or Alterations. If PG&E is assessed for such taxes as part of PG&E's real property tax bill or otherwise, PG&E shall have the right, but not the obligation, to pay such taxes, and in that event, Lessee shall reimburse PG&E within thirty (30) days of receipt of an invoice therefor.

9. Use of the Property.

(a) Water Use. Lessee may not use any water from the Lake or from any other source, except for Lessee's domestic use only from the following sources: (i) such existing springs or wells located on the Lease Area, or (ii) such other water source approved in writing by PG&E, which permission shall be at PG&E's sole and absolute discretion, or (iii) such sources as may be authorized in the Rules and Regulations in Section 8(b). PG&E makes no representation or warranty in regard to the quality or the quantity of water, and Lessee uses such water at Lessee's own risk. Lessee also waives and releases PG&E from any and all liability for damage to Lessee's water supply which may occur while performing work in conjunction with PG&E's operation.

(b) Sewage Facilities. Lessee shall dispose of all sewage according to any applicable laws and by one of the following methods: (i) by use of such existing septic systems or holding tanks currently located on the Lease Area, or (ii) by such other manner as approved in writing by PG&E, which permission shall be at PG&E's sole and absolute discretion, or (iii) by such manner as may be authorized in the Rules and Regulations in Section 8(b). PG&E reserves the right to require Lessee to alter the method of sewage disposal at Lessee's sole cost, when necessary in connection with PG&E's operations or to protect the Property, the environment, or human health and safety. PG&E makes no representation as to the continued ability to dispose of sewage at the Lease Area, or the cost thereof, and Lessee also waives and

releases PG&E from all liability for all claims and expenses that Lessee may incur in regard to disposal of sewage.

10. Governmental Approvals.

(a) Permits, Approvals & Authorizations. Lessee shall obtain and maintain, at no cost to PG&E, all permits, approvals and authorizations from all local, state, and federal governmental or any other permitting authorities and shall provide all notifications to all such authorities as required under this Lease.

(b) Land Use Entitlements. Prior to submission to the Planning Department or any other governmental entity or agency, Lessee shall submit all applications to PG&E for PG&E's review and written approval, which approval may be withheld at PG&E's sole and absolute discretion. Lessee shall also obtain PG&E's written approval, which approval may be withheld at PG&E's sole and absolute discretion, to any conditions imposed by any governmental entity or agency related thereto.

(c) Reimbursement. In the event that any local, state or federal governmental entity, agency or regulatory authority requires PG&E to construct or install certain improvements as a result of Lessee's Activities, Lessee Improvements or Alterations, including, but not limited to, roads, grading, erosion control, sewage systems, landscaping, utilities or street lights, either to comply with applicable laws or as a condition to the issuance of any land use entitlements, permits, approvals or authorizations, Lessee shall reimburse PG&E for the reasonable costs of such improvements, or for assessments related thereto, in an amount reasonably determined by PG&E by equitably allocating the costs between the lots benefited by such improvements or among all the lots if the improvements benefit the Property as a whole. Lessee shall pay such reimbursement to PG&E within thirty (30) days of receipt of an invoice therefor.

11. Indemnification; Release.

(a) Lessee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries, affiliates, and their officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), including Claims arising from the passive or active negligence of the Indemnitees, which arise from or are in any way connected with Lessee's Activities, Lessee's Improvements or Alterations, or the entry on, occupancy or use of, the Property by Lessee or Lessee's Representatives, or the exercise by Lessee of Lessee's rights hereunder, or the performance of, or failure to perform, Lessee 's duties under this Lease, including, but not limited to, Claims arising out of: (i) injury to or death of persons, including but not limited to employees of PG&E or Lessee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (ii) injury to property or other interest of PG&E, Lessee or any third party; (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to the environment and including any liability

imposed by law or regulation without regard to fault. Without limiting the generality of the foregoing, Lessee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any labor performed on the Property by, or at the request or for the benefit of, Lessee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Lessee is obligated to indemnify or provide a defense hereunder, upon written notice from PG&E, Lessee shall defend such action or proceeding at Lessee's sole expense by counsel approved by PG&E, which approval shall be in PG&E's sole and absolute discretion.

(b) Lessee acknowledges that all Claims arising out of or in any way connected with releases or discharges of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Lessee's use or occupancy of the Property, Lessee's Activities, Lessee's Improvements or Alterations, or the activities of any of Lessee's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including attorneys' fees and disbursements and any fines and penalties imposed for the violation of any Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above. The purpose of the foregoing indemnity is to protect PG&E and the Indemnitees from expenses and obligations related to Hazardous Substances on the Property to the fullest extent permitted by law. The Lessee's obligation to defend includes, but is not limited to, the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent.

(c) Lessee's use of the Property shall be at Lessee's sole risk and expense, and Lessee accepts all risk relating to Lessee's occupancy and use of the Property. PG&E shall not be liable to Lessee for, and Lessee hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on or about the Property.

(d) Lessee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Lessee, or any of Lessee 's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in **Exhibit "C."**

(e) The provisions of this Section shall survive the expiration or termination of this Lease

12. Additional Activities. Lessee shall not perform any activities, install any improvements or otherwise make any change to the Property beyond what is authorized under this Lease, without the prior written approval of PG&E, which approval shall be in PG&E's sole and absolute discretion, and any necessary authorization required by applicable Legal Requirements, of any governmental authority having jurisdiction, including, but not limited to, the CPUC or the FERC.

13. Reserved Rights. Lessee acknowledges that the Property was acquired for, and is devoted to, hydroelectric purposes by PG&E and this Lease is made subject to the right of PG&E to use the Property for such purposes and for any and all other purposes whatsoever, including,

use or activities, Lessee shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute. Notwithstanding anything to the contrary set forth in this Lease, if any such lien is not released and removed within thirty (30) days, PG&E at its sole option, may immediately take all actions necessary to release and remove such lien, without any duty to investigate the validity thereof, and all sums, costs and expenses, including attorneys' fees and costs, incurred by PG&E in connection with such lien shall be due and payable by Lessee within thirty (30) days after receipt of a written demand therefor, accompanied by reasonable supporting documentation.

16. Notices. Any notices or communications hereunder shall be in writing and shall be personally delivered, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice.

If to PG&E by personal delivery, overnight courier, standard U.S. mail or by registered or certified mail, return receipt requested:

Pacific Gas and Electric Company
Attn: Land Agent, Hydro Support
350 Salem Street
Chico, CA 95928

With a copy to:

Pacific Gas and Electric Company
Law Department
Attn: Director & Counsel, Contracts Section (Real Estate)
P.O. Box 7442
San Francisco, CA 94120
Telephone: (415) 973-4377

Pacific Gas and Electric Company
Attn: Manager, Hydro Support
111 Stony Circle
Santa Rosa, CA 95401

If to Lessee : Mountain Meadows Conservancy
Ron Lunder
PO Box 40
Westwood, CA 96137
Telephone: (530) 258-6936
Email: mtnmeadow@frontier.com

17. Governing Law. This Lease shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

18. Entire Agreement. This Lease supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Lease may not be amended except by a written agreement executed by both parties.

19. Binding Effect. This Lease and the covenants and agreements herein contained shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns, subject to the limitations on assignment set forth in this Lease.

20. Destruction of the Improvements. If the Lessee Improvements and/or Alterations, or any portion thereof, are damaged or destroyed, this Lease shall not terminate and Lessee may, subject to PG&E's approval of its proposed restoration plan, which approval shall not be unreasonably withheld, elect to repair, restore or rebuild all or any portion of the Lessee's Improvements and/or Alterations damaged or destroyed. The proposed restoration plan must comply with the Rules and Regulations set forth in Section 8(b). PG&E shall not be obligated to repair, restore, or rebuild Lessee's Improvements and/or Alterations damaged or destroyed. Lessee shall have the option to terminate this Lease in the event Lessee elects not to repair, restore, or rebuild all or any portion of the Lessee's Improvements and/or Alterations damaged or destroyed; provided that Lessee shall remove all personal property as required under the terms and conditions of this Lease. PG&E shall have the right in PG&E's sole judgment to lower or raise water level of the Lake as necessary or appropriate in conjunction with PG&E's use of the Property for hydroelectric purposes, and in such event PG&E will not be liable to Lessee for any amount whatsoever with respect to any damage or destruction to Lessee's personal property including, without limitations Lessee's Improvements or Alterations. Lessee hereby indemnifies PG&E for any claim made by any third party who may have stored personal property on the Property. The storage of personal property on the Property is at Lessee's sole risk with full knowledge of the possibility of damage or destruction due to natural causes or due to the periodic fluctuation of the water level of the Lake by PG&E.

21. Exculpation. Notwithstanding anything to the contrary provided in this Lease, neither PG&E nor any of the other Indemnitees, nor their successors, assigns, agents, or any mortgagee in possession shall have any personal liability with respect to any provisions of this Lease, and if PG&E is in breach or default with respect to its obligations or otherwise, PG&E's liability shall be limited to the value of PG&E's interest in the Property for the satisfaction of Lessee's remedies.

22. CPUC Approval. This Lease is made subject to all the provisions of CPUC's approval, as more particularly set forth in CPUC Advice Letter 6428E, in like manner as though said provisions were set forth in full herein.

23. Condemnation. In the event of a condemnation of any part of the Property, this Lease shall terminate as to the part so taken. In the event of a condemnation of the entire Property, this Lease shall automatically terminate. PG&E shall be entitled to, and Lessee hereby waives and releases any claim for, any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, except that Lessee may receive any and all proceeds related to the Lessee's Improvements or Alterations installed by Lessee.

24. Assignment. Lessee shall not assign, sublet, transfer, convey or encumber the Property or any portion thereof, without the prior written consent of PG&E, which consent may be withheld at PG&E's sole and absolute discretion.

25. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings, and bankruptcy litigation. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Lease. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department.

26. No Waiver. Any waiver with respect to any provision of this Lease shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this Lease by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this Lease.

27. No Offsets. Lessee acknowledges that PG&E is executing this Lease in its capacity as the owner of real property, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of PG&E or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Lessee under this Lease. Further, Lessee covenants not to raise as a defense to Lessee's

obligations under this Lease, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Lessee relating to this Lease, any claim, loss, damage, cause of action, liability, cost or expense (including, without limitation, attorneys' fees) arising from or in connection with PG&E's provision of (or failure to provide) electricity and natural gas.

28. No Dedication; No Third-Party Beneficiary. Nothing herein contained shall be deemed to be a gift or dedication of the Property or portion thereof to the general public, or for any public use or purpose whatsoever. The right of the public or any person, including Lessee and Lessee's Representatives, to make any use whatsoever of the Lease Area or any portion thereof, other than as expressly permitted herein or as expressly allowed by a recorded map, agreement, deed or dedication, is by permission and is subject to the control of PG&E in its sole and absolute discretion. The provisions of this Lease are for the exclusive benefit of the parties and their successors and assigns, and shall not be deemed to confer any rights upon any person except such parties and their successors and assigns, subject to the limitations on assignment set forth in this Lease. No obligation of a party under this Lease is enforceable by, or is for the benefit of, any other third parties.

29. Captions. The captions in this Lease are for reference only and shall in no way define or interpret any provision hereof.

30. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

31. Severability. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Lease can be determined and effectuated.

32. Counterparts and Electronic Signature. This Lease may be executed in two or more counterparts and by electronic signatures, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party shall be entitled to rely upon executed copies of this Lease transmitted either by facsimile or in a portable document format ("pdf") version by email to the same and full extent as the originals.

33. Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Lessee, the liability of each such individual, corporation, partnership or other business association to perform Lessee's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Lessee shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

34. Survival. The waivers of claims or rights, the releases and the obligations of Lessee under this Lease to indemnify, protect, defend and hold harmless PG&E and other Indemnitees shall survive the expiration or earlier termination of this Lease, and so shall all other

obligations or agreements of PG&E and Lessee hereunder which by their terms survive the expiration or earlier termination of this Lease.

35. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Lease. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any liability, cost or expense to PG&E.

36. Authority; Execution; Conditions to Effectiveness. The parties and the individuals executing this Lease on behalf of the parties, each represent, by executing this Lease, that he or she is duly authorized to do so and to bind the respective party to its terms. The submission of this Lease for examination or execution does not constitute an approval of the terms herein, or an offer to lease the Lease Area in accordance with the terms and conditions contained herein, and this Lease shall not become effective unless and until it has been executed and delivered by both PG&E and Lessee, and current proof of insurance for Lessee and its consultants, contractors and subcontractors as set forth in Section 14 above.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date set forth below each signature, effective upon the Effective Date first written above.

"**PG&E**"

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: E-SIGNED by Sarah Hug on 2022-02-14 19:07:15 GMT Date: February 14, 2022

Sarah Hug
Manager, Hydro Support

"Lessee"

MOUNTAIN MEADOWS CONSERVANCY, a California public charity

By: E-SIGNED by Ron Lunder on 2022-02-14 18:35:23 GMT Date: February 14, 2022

Ron Lunder
President

Exhibit A

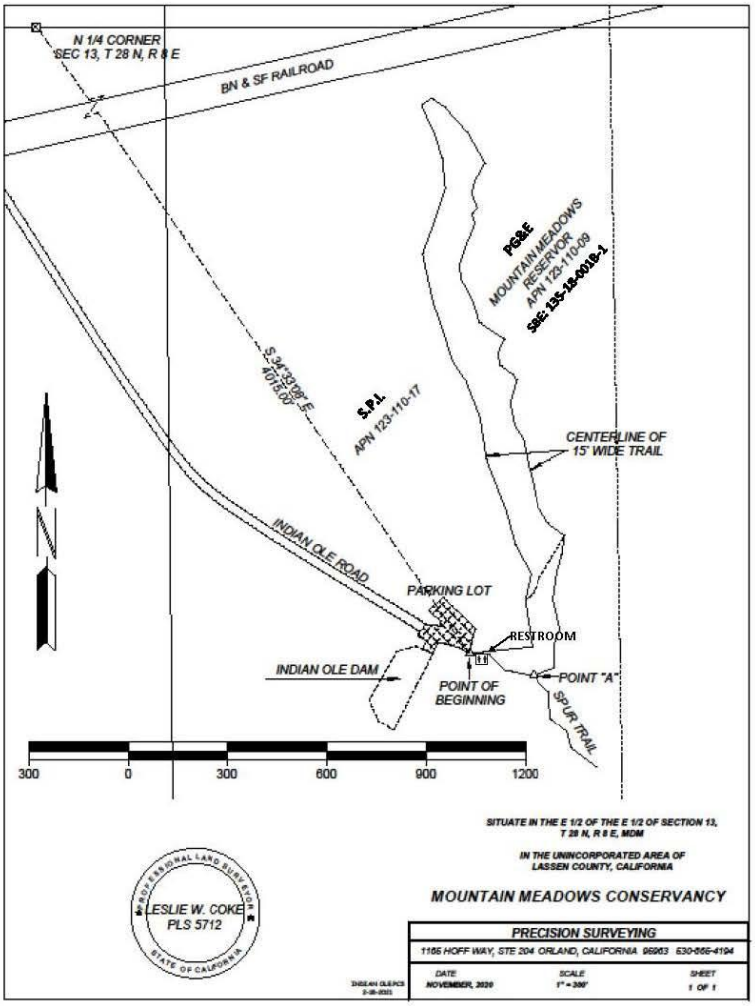

N 1/4 CORNER
SEC 13, T 28 N, R 8 E
BN & SF RAILROAD
PG&E
MOUNTAIN MEADOWS RESERVOIR
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SE: 135-18-0018-1
S 34°13'18" E
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CENTERLINE OF
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PARKING LOT
RESTROOM
INDIAN OLE DAM
POINT OF
BEGINNING
POINT "A"
SPUR TRAIL
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T 28 N, R 8 E, MDM
IN THE UNINCORPORATED AREA OF
LASSEN COUNTY, CALIFORNIA
MOUNTAIN MEADOWS CONSERVANCY
LESLIE W. COKE
PLS 5712
PROFESSIONAL LAND SURVEYOR
STATE OF CALIFORNIA
PRECISION SURVEYING
1165 HOFF WAY, STE 204 ORLAND, CALIFORNIA 95963 530-865-4194
DATE
NOVEMBER, 2020
SCALE
1" = 300'
SHEET
1 OF 1

EXHIBIT B

INSURANCE REQUIREMENTS

Licensee shall procure, carry and maintain the following insurance coverage, and Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements:

A. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance “occurrence” form with no additional coverage alterations.

2. The limits shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits.

3. Coverage shall (a) by "Additional Insured" endorsement add as insureds PG&E, its directors, officers, agents and employees with respect to liability arising out of work performed by or for the Licensee or any other obligation or liability under the License Agreement, and (b) be endorsed to specify that the Licensee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall not contribute to it.

B. Auto Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 8 & 9 “hired” and non-“owned”.
2. The limit shall not be less than $1,000,000 each accident for bodily injury and property damage.

C. Pollution Liability

1. Coverage for bodily injury, property damage, including clean-up costs and defense costs resulting from sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.
2. The limit shall not be less than $2,000,000 each occurrence and $4,000,000 for bodily injury and property damage.
3. PG&E shall be named as additional insured.

D. Workers’ Compensation and Employers’ Liability

1. Workers’ Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.
2. Employer’s Liability insurance shall not be less than $2,000,000 for injury or death, each accident.

E. Additional Insurance Provisions

1. Upon execution of this Agreement, Licensee shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Licensee.
2. The certificate shall state that coverage shall not be changed, cancelled, terminated, failed to be renewed or lapsed, except after thirty (30) days prior written notice has been given to PG&E.

3. The certificate must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to PG&E's Land Agent as specified under Notices in the body of the License Agreement.

4. PG&E may inspect the original policies or require complete certified copies, at any time.

5. Licensee shall furnish PG&E the same evidence of insurance for Licensee's agents, consultants, contractors or subcontractors as PG&E requires of Licensee, prior to entry onto the Property by such parties.

Exhibit C
"License"

ROE Temporary (Rev. 4/2023) LD-2128-08-10176

LICENSE AGREEMENT
FOR A RIGHT OF ENTRY FOR TEMPORARY USE

This License Agreement For A Right of Entry for Temporary Use (this "**License Agreement**") is made and entered into this 9th day of January, 2025 (the "**Effective Date**") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and **ALMANOR FISHING ASSOCIATION, a California Nonprofit Public Benefit Corporation**, hereinafter called "**Licensee**."

RECITALS:

A. PG&E owns the real property commonly known as Lake Almanor, State Board of Equalization No. 117-32-001-23 hereinafter called the **"Property**", situate in the unincorporated area of Hamilton Branch, county of Plumas, state of California.

B. PG&E and Licensee entered into a license agreement executed on October 17th, 2017 (the "Original License"), granting Licensee a license for the purpose of the operation and maintenance of facilities associated with their fish raising project. In conjunction with PG&E's intent to divest of the Hamilton Branch Powerhouse, the Original License shall be terminated and replaced by this License Agreement upon execution by both parties.

C. In conjunction with the activities associated with the existing fish raising project, further described below as "Licensee's Activities", Licensee wishes to continue temporarily using a portion of the Property for the operation and maintenance of fish rearing pens on a portion of the Property as shown on **EXHIBIT "A"** attached hereto and by this reference made a part hereof (the **"License Area"**).

D. Licensee has requested permission for Licensee to enter the License Area and conduct certain activities on the License Area as more fully described in this License Agreement, and PG&E is willing to grant such permission subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, PG&E and Licensee hereby agree as follows:

1. Temporary Right of Entry. Subject to the terms and conditions set forth in this License Agreement, PG&E hereby confers to Licensee a temporary, personal, non-exclusive and non-possessory right and license to enter, and for Licensee to allow Licensee's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees ("**Licensee's Representatives**") to enter, at reasonable times, and from time to time, the Licensed Area for the sole purpose of the operation and maintenance of six (6) floating platforms, containing two (2) fish rearing pens per platform (each platform measuring at 21' x 24'), a floating dock with associated stairway, and a log boom, hereinafter referred to as "**Licensee's Activities**.". All of Licensee's Activities shall be performed at Licensee's sole cost and expense. This License Agreement gives Licensee a license only and does not constitute a grant by PG&E of any ownership, leasehold, easement or other similar property interest or estate.

2. Fees. The standard fees typically applicable to this agreement under PG&E's policies have been waived.

3. Work Plan. Licensee shall discuss with PG&E any specific requirements for Licensee's Activities on the Property and shall prepare a work plan that incorporates such requirements, and which describes in detail and with specificity the nature, scope, location and purpose of all of Licensee's Activities to be performed on the Property (the "**Work Plan**"). The Work Plan will be submitted to the following person at PG&E for approval **Lake Almanor Hydro Support Land Agent, 350 Salem Street Chico, CA 95928, HydroLandSupportMailbox@pge.com**. PG&E reserves the right to request Licensee to provide additional information, reports, studies or other documents not included in the Work Plan. Licensee acknowledges and agrees that PG&E's review of the Work Plan is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Work Plan is adequate or appropriate for any purpose, or complies with applicable Legal Requirements, as defined herein. Licensee and Licensee's Representatives shall not enter the Property nor commence any activity on the Property, including, but not limited to Licensee's Activities, without the prior written consent of PG&E to the Work Plan as set forth above, which consent shall be at PG&E's sole and absolute discretion. Licensee agrees and covenants that all of Licensee's Activities shall be performed solely within the License Area and in strict accordance with the approved Work Plan.

4. Term; Termination; Surrender. This License Agreement shall be for a term of ten (10) years commencing on the Effective Date of this License Agreement. **Provided however, that PG&E may terminate this License Agreement, at any time, for any reason or no reason, including, without limitation, pursuant to the provisions of General Order No. 69-C of the California Public Utilities Commission (the "CPUC"), upon twenty-four (24) hours written notice to the Licensee. (Licensee to initial here** B.R.). Upon the expiration or termination of this License Agreement, at Licensee's sole cost and expense, Licensee shall remove all of Licensee's and Licensee's Representative's personal property, remove all debris and waste material resulting from Licensee's Activities, and repair and restore the Property as nearly as possible to the condition that existed prior to Licensee's entry hereunder to PG&E's satisfaction. Licensee shall bear the entire cost of such removal, repair and restoration, and PG&E shall bear no liability for any costs caused or related to any termination of this License Agreement. In the event Licensee fails to comply with the requirements of this Section, PG&E may elect to remove such personal property and effect such removal, repair or restoration as necessary and recover such costs and expenses therefor from Licensee. Licensee shall pay such costs and expenses within ten (10) days of receipt of an invoice therefor. Licensee's obligations under this Section shall survive the expiration or termination of this License Agreement.

5. Conservation Easement.

a. PG&E and Licensee hereby enter into this License Agreement with reference to the following:

1. The License Area is encumbered by a Deed of Conservation Easement and Agreement (Lake Almanor Planning Unit) dated December 19th, 2023 (the "**Conservation Easement**") between PG&E, as Grantor, and The Feather River Land Trust, a

California non-profit public benefit corporation as Grantee (the "**Easement Holder**"). The Conservation Easement encumbers other property in addition to the License Area, and the License Area and such other property are collectively referred to as the "Property."

2. The Conservation Easement is a perpetual "conservation easement" as defined by §815.1 of the Conservation Easement Act of 1979 (California Civil Code §815 et seq.) in gross, in, on, over and across the Property. The purpose of the Conservation Easement is to protect and preserve in perpetuity the "Beneficial Public Values" on the Property by restricting any use of the Property that will significantly impair the Beneficial Public Values, all subject to and in accordance with the terms and conditions of the Conservation Easement.

3. The Conservation Easement provides that PG&E shall not engage in, or permit others to engage in specified "Prohibited Uses" except as allowed by the Conservation Easement. In addition, the Conservation Easement restricts certain "Anticipated Significant Actions."

4. This License Agreement is a "Third Party Use Agreement" within the meaning of the Conservation Easement and Licensee's Activities are "Express Third Party Uses" under the Conservation Easement.

b. Licensee acknowledges and agrees that PG&E has provided a copy of the Conservation Easement to Licensee and that Licensee is familiar with the terms of the Conservation Easement. Licensee further acknowledges and agrees that this License Agreement is and shall be at all times subject and subordinate to the Conservation Easement, and License agrees as a material part of the consideration for this License Agreement to keep and perform each and all of the terms, covenants and conditions of the Conservation Easement as they relate to Licensee's Activities. This License Agreement is made upon the condition of such performance. Licensee will not suffer to be done, or omit to do, any act which may result in a violation of or a default under the Conservation Easement, or render PG&E liable for any damage, charge or expense thereunder.

c. Licensee acknowledges and agrees that neither PG&E nor its officers, directors, employees or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, as to the Conservation Easement, the activities to be carried out pursuant thereto, or the potential physical, economic or other impact thereof on Licensee, the License Area, the rights and obligations of Licensee under this License Agreement or otherwise.

d. PG&E shall have the right to require modifications to Licensee's Activities to the extent necessary or desirable to preserve and enhance the beneficial public values present at the License Area in accordance with the Conservation Easement. Licensee acknowledges that, such modifications may result in Licensee being required to conduct, or refrain from conducting, certain activities currently permitted on some or all of the License Area and such modifications may materially impact Licensee economically and otherwise.

e. This Section 5 shall be self-operative, and no further instrument of subordination shall be required. However, Licensee agrees to execute such documentation as may be reasonably requested by PG&E in order to carry out the terms of this Section 5.

(LICENSEE TO INITIAL HERE B.R. **)**

6. Condition of the Property. Licensee accepts the Property "as is", in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to

maintain the Property. Licensee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise ("**EMFs**");

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements, as defined herein, relating to the protection of human health or the environment, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof; or

(3) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("**PCBs**") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Licensee shall take all necessary precautions to protect Licensee's Representatives from risks of harm from Potential Environmental Hazards, and Licensee shall be responsible for the health and safety of Licensee's Representatives. Licensee acknowledges that it has previously evaluated the condition of the Property and all matters affecting the suitability of the Property for the uses permitted by this License Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

7. Licensee's Covenants.

(a) Legal Compliance. Licensee covenants and agrees, at Licensee's sole cost and expense, promptly to comply, and cause all of Licensee's Representatives to comply, with (i) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, those laws which relate to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances or to health, safety, noise, environmental protection, air quality or water quality, (ii) with the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Licensee's Activities or Licensee's use or occupancy of the Property; and (iii) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Licensee has notice, which may be applicable to the Property (collectively, "**Legal Requirements**") regardless of when they become effective, insofar as they relate to Licensee's Activities or the use or occupancy of the Property by Licensee. The judgment of any court of competent jurisdiction, or the admission of Licensee in any action or proceeding against Licensee, whether or not PG&E is a party in such action or proceeding, that Licensee has violated any Legal Requirement relating to the use or occupancy of the Property, shall be conclusive of that fact as between PG&E and Licensee. Licensee shall furnish satisfactory evidence of such compliance upon request by PG&E;

(b) Notification of Investigations, Orders or Enforcement Proceedings. Licensee covenants and agrees to notify PG&E in writing within three (3) business days of any investigation, order or enforcement proceeding which in any way relates to the Property, or to any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(c) Use of Property. Licensee covenants and agrees that Licensee shall not in any way interfere or permit any interference with the use by PG&E of the Property. Interference shall include, but not be limited to, any activity by Licensee that places any of PG&E's gas or electric facilities in violation of any of the applicable provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or to any other applicable provisions of the laws and regulations of the State of California or other governmental agencies under which the operations of utility facilities are controlled or regulated. Licensee shall

not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Licensee shall not drill, bore, or excavate under any circumstances;

(d) Procedure for Entry. In the event of an emergency or inability to access the License Area, Licensee shall contact PG&E's Caribou Powerhouse at (530) 283-4330;

(e) Licensee's Activities. Licensee covenants and agrees that Licensee and Licensee's Representatives shall notify PG&E, as part of the Work Plan, of any potential safety, environmental or other hazards to PG&E employees or property arising out of, or associated with, Licensee's Activities or stemming from conditions caused by Licensee, so that PG&E may take appropriate precautions. Licensee covenants and agrees that Licensee shall conduct Licensee's Activities in compliance with the Work Plan approved by PG&E and in such a manner so as to protect the Property, PG&E's utility facilities, the environment and human health and safety. Licensee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of, the Property. Licensee covenants and agrees to be responsible for the clean up and remediation of any releases of Hazardous Substances resulting from Licensee's Activities, or any activity by Licensee or Licensee's Representatives, and shall immediately report the details of any such releases to PG&E and to the appropriate regulatory agencies as required by any and all applicable law. In the event PG&E determines that Licensee's Activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health and safety, PG&E may, at PG&E's sole and absolute discretion, require that the Licensee halt Licensee's Activities until appropriate protective measures may be taken to eliminate such endangerment to PG&E's satisfaction. Licensee shall hold PG&E harmless from any claims in any way resulting from any delay under this Section. PG&E's right to halt activities under this Section shall not in any way affect or alter Licensee's insurance or indemnity obligations under this License Agreement, nor shall it relieve Licensee from any of Licensee's obligations hereunder that pertain to health, safety, or the protection of the environment;

(f) Non-Interference. Licensee covenants and agrees to coordinate Licensee's Activities regarding the license granted herein to strictly avoid any interference with the use by PG&E of the Property and any adjoining lands owned by PG&E; and,

(g) Site Security. Licensee hereby covenants and agrees that Licensee and Licensee's Representatives shall comply with any and all PG&E's on-site safety and security requirements and any other rules and regulations that may be applicable to Licensee's Activities at the Property. Licensee covenants and agrees to cooperate with PG&E and abide by any and all orders or instructions issued by PG&E, its employees, agents or representatives. PG&E reserves the right to restrict access to the Property in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E facilities within or in the vicinity of the Property, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

(h) Hydroelectric Project. Licensee acknowledges that the Property was acquired for, and is devoted to hydroelectric purpose, by PG&E and, if specified on **EXHIBIT "A"** hereto, is part of FERC Project 2105. This License Agreement is made subject to the right of PG&E to use the Property for such purposes and to use the Property whenever in the interest of PG&E's service to the public it shall be deemed necessary to do so. Licensee agrees that Licensee's use of the Property shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use.

(i) Docks, Pens and Related Facilities.

(1) Licensee's docks and pens ("Facilities") flotation material shall have a rigid outer shell that will not deteriorate due to natural causes or be easily penetrated. Styrofoam shall be fully encased by an outer shell and the entire unit shall be maintained in such a manner so as to ensure that no Styrofoam is exposed to the water. Flotation material and/or anchor devices for Facilities shall not consist of metal barrels or corrosive material and shall not incorporate containers that have at any time been used for storage of any material. Licensee shall anchor Facilities in such a manner that will not create a safety hazard, determined at and subject to PG&E's sole discretion and that will retain the Facilities in the locations as specified by this License.

(2) Licensee's facilities shall at no time extend more than one third of the distance across the water's surface area of Hamilton Branch inlet, and Facilities shall be located a minimum of twenty (20) feet inside the projected boundary lines of PG&E's Hamilton Branch Powerhouse Property.

(3) PG&E reserves the right to require the Licensee to change the location of the Facilities to any other location within the extended sidelines of PG&E's Hamilton Branch Powerhouse property, based upon reasonable concerns related to safety or congestion with other facilities or public recreation on or around Lake Almanor. PG&E shall notify Licensee in writing of its intent to require the relocation of the Facilities and allow fourteen (14) days for any such relocation.

(4) Licensee shall clearly mark each Facility with the identification marks "HBFC" and locate such marks in a manner so as to be clearly visible to boat patrols. Any Facilities that become unattached shall be retrieved by Licensee within 24 hours of notification. In the even that Licensee's Facilities are not retrieved in the allotted time period, PG&E shall have the right and option to retrieve, remove, or destroy said facilities at Licensee's sole cost and expense. Should any of Licensee's unattached Facilities cause any damage whatsoever to the Lake or associated operations of PG&E, Licensee shall assume sole financial liability for any and all such damages and repairs.

(j) Trash. Licensee shall not allow for the accumulation of any trash or debris on the property.

(k) Damaged Facilities. Licensee hereby covenants and agrees that Licensee, at Licensee's sole cost and expense, shall remove, replace, or repair any of their facilities that are damaged or in need of repair within fifteen (15) days written notice by PG&E.

(l) Signage. Licensee, at its sole risk and expense, shall post the appropriate signage on the Facilities in order to notify the public that the Facilities are private, and no trespassing is permitted. Licensee shall be responsible for the enforcement.

(m) Lake Levels. Licensee covenants and agrees that PG&E shall have the right to raise or lower the water level of Lake Almanor without notice to Licensee at any time for any reason. With limitation on any other releases given by Licensee hereunder, Licensee hereby releases PG&E of any liability whatsoever to Licensee or Licensee's with respect to any personal injury or property damage caused by, or related to, such change in water level and any flooding connected therewith.

(n) Snow Removal. Licensee hereby covenants and agrees that Licensee shall be responsible for the removal of snow from the License Area, including routes, in order to accommodate Licensee's needs.

(o) Log Boom. Licensee shall ensure that logs are appropriately anchored and maintained so as to avoid a safety hazard. Tenant shall clearly mark the log boom at entrance points to facilities, at 50-foot intervals, and at each angle point with the prescribed marker designated by the Plumas County Sheriff's Department. They must be installed on the logs. Log Booms shall be located as to not unreasonable interfere with or obstruct navigation. Tenant should also consider placing lighted markers on log boom for safety in low light conditions.

8. Indemnification; Release.

(a) Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries, affiliates, and their officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), including Claims arising from the passive or active negligence of the Indemnitees, which arise from or are in any way connected with Licensee's Activities, or the entry on, occupancy or use of, the Property by Licensee or Licensee's Representatives, or the exercise by Licensee of Licensee's rights hereunder, or the performance of, or failure to perform, Licensee's duties under this License Agreement, including, but not limited to, Claims arising out of: (a) injury to or death of persons, including but not limited to employees of PG&E or Licensee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (b) injury to property or other interest of PG&E, Licensee or any third party; (c) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to the environment and including any liability imposed by law or regulation without regard to fault.

Without limiting the generality of the foregoing, Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any labor performed on the Property by, or at the request or for the benefit of, Licensee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Licensee is obligated to indemnify or provide a defense hereunder, Licensee upon written notice from PG&E shall defend such action or proceeding at Licensee's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Licensee acknowledges that all Claims arising out of or in any way connected with releases or discharges of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Licensee's use or occupancy of the Property, Licensee's Activities or the activities of any of Licensee's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of any Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) Licensee's use of the Property shall be at Licensee's sole risk and expense. Licensee accepts all risk relating to Licensee's occupancy and use of the Property. PG&E shall not be liable to Licensee for, and Licensee hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on or about the Property.

(d) Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Licensee, or any of Licensee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in **EXHIBIT "B"**.

(e) The provisions of this Section 8 shall survive the expiration or termination of this License Agreement.

9. Additional Activities. Licensee shall not perform any activities beyond Licensee's Activities specifically authorized by this License Agreement without the prior written consent of PG&E, which consent shall be at PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of any governmental authority having jurisdiction, including, but not limited to, the CPUC or the Federal Energy Regulatory Commission.

10. Reserved Rights. PG&E reserves the right to use the Property for any and all purposes which will not unreasonably interfere with Licensee's enjoyment of the rights hereby granted. PG&E reserves the right to make use of the Property for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Licensee shall not make use of the Property in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Property by PG&E or others entitled to use the Property.

11. Compliance; Safety; Insurance. Licensee shall obtain, at Licensee's sole cost and expense any and all necessary permits, authorizations and approvals applicable to Licensee's Activities and to evidence compliance with all Legal Requirements. PG&E shall have a right to observe Licensee's Activities at any time to confirm Licensee's compliance with the requirements of this License Agreement and applicable laws. Licensee shall procure, carry and maintain in effect throughout the term of this License Agreement, in a form and with deductibles acceptable to PG&E and with such insurance companies as are acceptable to PG&E, the insurance specified in **EXHIBIT "B"** and by this reference made a part hereof. Prior to Licensee's entry onto the Property, and thereafter thirty (30) days prior to the expiration date of any policy, Licensee shall provide PG&E with evidence of the insurance coverage, or continuing coverage, as applicable, required by this License Agreement as more specifically set forth in **EXHIBIT "B"**. Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements, as appropriate, provided that Licensee may, in the exercise of Licensee's reasonable judgment, permit Licensee's consultants, contractors and subcontractors to maintain coverages and limits lower than those specified so long as the coverages and limits required by Licensee are commercially reasonable in light of applicable circumstances.

12. Mechanics' Liens. Licensee shall keep the Property free and clear of all mechanics' liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Licensee or at Licensee's request or for Licensee's benefit. If any mechanics' liens are placed on the property in connection with Licensee's Activities set forth in this License Agreement, Licensee shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

13. Notice. Any notices hereunder shall be in writing and shall be personally delivered, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice. Any communication hereunder shall be in writing and can be personally delivered as described above or by email transmission.

If to PG&E by standard U.S. mail or by registered or certified mail or personal delivery or overnight courier, return receipt requested:

Pacific Gas and Electric Company
Land Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

With a copy to:

Pacific Gas and Electric Company
Law Department
P.O. Box 1018

Oakland, CA 94612-9991
Attn: Managing Counsel, Law Regulatory

Pacific Gas and Electric Company
Land Management
310 Salem Street
Chico, CA. 95928
Attn: Hydro Support Land Agent

If to Licensee:
Almanor Fishing Association
PO Box 1938
Chester, CA 96020
Phone: 530-284-0861
Email: almanorfishing@sbcglobal.net

14. Governing Law; Venue. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

15. Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended except by a written agreement executed by both parties.

16. Binding Effect. This License Agreement and the covenants and agreements herein contained shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns, subject to the limitations on assignment set forth in this License Agreement.

17. Assignment. This License Agreement is personal to Licensee, and Licensee shall not assign, transfer, convey or encumber the license and other rights herein granted or any portion thereof or interest herein.

18. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings, and bankruptcy litigation. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this License Agreement. For purposes hereof, the

reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department.

19. No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

20. No Offsets. Licensee acknowledges that PG&E is executing this License Agreement in its capacity as the owner of real property, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Licensee under this License Agreement. Further, Licensee covenants not to raise as a defense to Licensee's obligations under this License Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Licensee relating to this License Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, without limitation, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

21. No Dedication; No Third-Party Beneficiary. The provisions of this License Agreement are for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to confer any rights upon any person except such parties and their successors and assigns, subject to the limitations on assignment set forth in this License Agreement. No obligation of a party under this License Agreement is enforceable by, or is for the benefit of, any other third parties.

22. Captions. The captions in this License Agreement are for reference only and shall in no way define or interpret any provision hereof.

23. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

24. Severability. If any provision of this License Agreement shall be invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby, and each provision of this License Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this License Agreement can be determined and effectuated.

25. Counterparts. This License Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party shall be entitled to rely upon executed copies of this License Agreement transmitted either by facsimile or a portable document format ("pdf") version by email to the same and full extent as the originals.

26. Electronic Signatures. This License Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a pdf version by email and such electronic signature(s) shall be deemed as original for purposes of this License Agreement and shall have the same force and effect as a manually executed original

27. Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this License Agreement as Licensee, the liability of each such individual, corporation, partnership or other business association to perform Licensee's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Licensee shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

28. Survival. The waivers of claims or rights, the releases and the obligations of Licensee under this License Agreement to indemnify, protect, defend and hold harmless PG&E and other Indemnitees shall survive the expiration or earlier termination of this License Agreement, and so shall all other obligations or agreements of PG&E and Licensee hereunder which by their terms survive the expiration or earlier termination of this License Agreement.

29. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this License Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any liability, cost or expense to PG&E.

[*remainder of page intentionally left blank; signatures appear on following page*]

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"	"Licensee"
PACIFIC GAS AND ELECTRIC COMPANY, a California corporation	ALMANOR FISHING ASSOCIATION, a California Nonprofit Public Benefit Corporation
By: E-SIGNED by Sarah Hug on 2025-05-21 23:00:26 GMT	By: E-SIGNED by Bryan Roccucci on 2025-05-21 22:46:38 GMT
Name: Sarah Hug	Name: Bryan Roccucci
Its: Senior Manager, Hydro Support	Its: President
Date: May 21, 2025	Date: May 21, 2025

NOTE: LICENSEE TO INITIAL SECTION 4 & 5

EXHIBITS "A" and "B" attached

EXHIBIT A

THE LICENSE AREA



EXHIBIT B
INSURANCE REQUIREMENTS

Licensee shall procure, carry and maintain the following insurance coverage, and Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements:

A. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.

2. The limits shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits. Limits can be achieved through a combination of Primary and Umbrella/Excess policy limits.

B. Auto Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto".

2. The limit shall not be less than $1,000,000 each accident for bodily injury and property damage. Limit can be achieved through a combination of Primary and Umbrella/Excess policy limits.

C. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.

2. Employer's Liability insurance shall not be less than $1,000,000 for injury or death, each accident.

D. Additional Insurance Provisions

1. Upon execution of this Agreement, Licensee shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Licensee.

2. The certificate shall state that coverage shall not be changed, cancelled, terminated, failed to be renewed or lapsed, except after thirty (30) days prior written notice has been given to PG&E.

3. All policies shall include:

(a) PG&E as Additional Insured (does not apply to Professional Liability and Workers' Compensation insurance);
(b) Primary and Non-contributory Endorsement;
(c) Waiver of Subrogation Endorsement.

4. The certificate must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to PG&E's Land Agent as specified under Notices in the body of the License Agreement.

5. PG&E may inspect the original policies or require complete certified copies, at any time.

6. Licensee shall furnish PG&E the same evidence of insurance for Licensee's agents, consultants, contractors or subcontractors as PG&E requires of Licensee, prior to entry onto the Property by such parties.

Attach to LD: 2128-08-10176
Area, Region or Location: 6
Land Service Office: Chico
Line of Business: Hydro (24)
Business Doc Type: Conveyances Out
MTRSQ: 21.28.08.21.24, 21.28.08.21.23,
FERC License Number: 2105
PG&E Drawing Number:
Plat No.:
LD of Affected Documents: 2128-08-0960
LD of Cross-Referenced Documents: 2128-08-0736, 0718
Type of interest: Conveyances Out (11), Licenses from PGE (68)
SBE Parcel: 117-32-001-23
% Being Quitclaimed: N/A
Order or PM: 2047417
JCN: N/A
County: Plumas
Utility Notice Number: N/A
851 Approval Application No: N/A ; Decision: N/A
Prepared By: J64G
Checked By: DQMM, ROG6
Approved By: SMTK (1/8/2025)
Revised by:

Exhibit D
"License"

ROE Temporary (Rev. 4/2023) LD-2128-08-10177

LICENSE AGREEMENT
FOR A RIGHT OF ENTRY FOR TEMPORARY USE

This License Agreement For A Right of Entry for Temporary Use (this "**License Agreement**") is made and entered into this 9th day of January, 2025 (the "**Effective Date**") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and **ALMANOR FISHING ASSOCIATION, a California Nonprofit Public Benefit Corporation**, hereinafter called "**Licensee**."

R E C I T A L S:

A. PG&E owns the real property commonly known as Hamilton Branch Powerhouse, State Board of Equalization No. 135-32-019A parcel 3 hereinafter called the **"Property"**, situate in the unincorporated area of Hamilton Branch, county of Plumas, state of California.

B. PG&E and Licensee entered into a license agreement executed on October 17th, 2017 (the "Original License"), granting Licensee a license for the purpose of the operation and maintenance of facilities associated with their fish raising project. In conjunction with PG&E's intent to divest of the Hamilton Branch Powerhouse, the Original License shall be terminated and replaced by this License Agreement upon execution by both parties.

C. In conjunction with the activities associated with the existing fish raising project further described below as "Licensee's Activities", Licensee wishes to continue temporarily using a portion of the Property for ingress and egress over the existing roads on a portion of the Property as shown on **EXHIBIT "A"** attached hereto and by this reference made a part hereof (the **"License Area"**).

D. Licensee has requested permission for Licensee to enter the License Area and conduct certain activities on the License Area as more fully described in this License Agreement, and PG&E is willing to grant such permission subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, PG&E and Licensee hereby agree as follows:

1. Temporary Right of Entry. Subject to the terms and conditions set forth in this License Agreement, PG&E hereby confers to Licensee a temporary, personal, non-exclusive and non-possessory right and license to enter, and for Licensee to allow Licensee's directors, officers, partners, members, managers, employees, contractors, subcontractors, consultants, representatives, agents, permittees and invitees ("**Licensee's Representatives**") to enter, at reasonable times, and from time to time, the Licensed Area for the sole purpose of ingress and egress over existing roads, the staging of three (3) portable buildings (2 – 8'x10' metal buildings and 1 – 5'x6' wooden building) on pier blocks or one (1) portable cargo container (20'x8') for the storage of fish food and personal safety equipment, storage of a 4'x4'x8' aluminum fish cage, a metal stairway affixed at the top by a 4'x4' concrete pad (located adjacent to the existing road) and the use of the existing roads to transport fish and supplies to the fish raising pens on the adjacent parcel, hereinafter

referred to as "**Licensee's Activities**.". All of Licensee's Activities shall be performed at Licensee's sole cost and expense. This License Agreement gives Licensee a license only and does not constitute a grant by PG&E of any ownership, leasehold, easement or other similar property interest or estate.

2. Fees. The standard fees typically applicable to this agreement under PG&E's policies have been waived.

3. Work Plan. Licensee shall discuss with PG&E any specific requirements for Licensee's Activities on the Property and shall prepare a work plan that incorporates such requirements, and which describes in detail and with specificity the nature, scope, location and purpose of all of Licensee's Activities to be performed on the Property (the "**Work Plan**"). The Work Plan will be submitted to the following person at PG&E for approval **Lake Almanor Hydro Support Land Agent, 350 Salem Street Chico, CA 95928, HydroLandSupportMailbox@pge.com**. PG&E reserves the right to request Licensee to provide additional information, reports, studies or other documents not included in the Work Plan. Licensee acknowledges and agrees that PG&E's review of the Work Plan is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Work Plan is adequate or appropriate for any purpose, or complies with applicable Legal Requirements, as defined herein. Licensee and Licensee's Representatives shall not enter the Property nor commence any activity on the Property, including, but not limited to Licensee's Activities, without the prior written consent of PG&E to the Work Plan as set forth above, which consent shall be at PG&E's sole and absolute discretion. Licensee agrees and covenants that all of Licensee's Activities shall be performed solely within the License Area and in strict accordance with the approved Work Plan.

4. Term; Termination; Surrender. This License Agreement shall be for a term of ten (10) years commencing on the Effective Date of this License Agreement. **Provided however, that PG&E may terminate this License Agreement, at any time, for any reason or no reason, including, without limitation, pursuant to the provisions of General Order No. 69-C of the California Public Utilities Commission (the "CPUC"), upon twenty-four (24) hours written notice to the Licensee. (Licensee to initial here** B.R.). Upon the expiration or termination of this License Agreement, at Licensee's sole cost and expense, Licensee shall remove all of Licensee's and Licensee's Representative's personal property, remove all debris and waste material resulting from Licensee's Activities, and repair and restore the Property as nearly as possible to the condition that existed prior to Licensee's entry hereunder to PG&E's satisfaction. Licensee shall bear the entire cost of such removal, repair and restoration, and PG&E shall bear no liability for any costs caused or related to any termination of this License Agreement. In the event Licensee fails to comply with the requirements of this Section, PG&E may elect to remove such personal property and effect such removal, repair or restoration as necessary and recover such costs and expenses therefor from Licensee. Licensee shall pay such costs and expenses within ten (10) days of receipt of an invoice therefor. Licensee's obligations under this Section shall survive the expiration or termination of this License Agreement.

5. Conservation Easement.

a. PG&E and Licensee hereby enter into this License Agreement with reference to the following:

1. The License Area is encumbered by a Deed of Conservation Easement and Agreement (Mountain Meadows Reservoir Planning Unit) dated August 24th, 2018 (the "**Conservation Easement**") between PG&E, as Grantor, and The Feather River Land Trust, a California non-profit public benefit corporation as Grantee (the "**Easement Holder**"). The Conservation Easement encumbers other property in addition to the License Area, and the License Area and such other property are collectively referred to as the "Property."

2. The Conservation Easement is a perpetual "conservation easement" as defined by §815.1 of the Conservation Easement Act of 1979 (California Civil Code §815 et seq.) in gross, in, on, over and across the Property. The purpose of the Conservation Easement is to protect and preserve in perpetuity the "Beneficial Public Values" on the Property by restricting any use of the Property that will significantly impair the Beneficial Public Values, all subject to and in accordance with the terms and conditions of the Conservation Easement.

3. The Conservation Easement provides that PG&E shall not engage in, or permit others to engage in specified "Prohibited Uses" except as allowed by the Conservation Easement. In addition, the Conservation Easement restricts certain "Anticipated Significant Actions."

4. This License Agreement is a "Third Party Use Agreement" within the meaning of the Conservation Easement and Licensee's Activities are "Express Third Party Uses" under the Conservation Easement.

b. Licensee acknowledges and agrees that PG&E has provided a copy of the Conservation Easement to Licensee and that Licensee is familiar with the terms of the Conservation Easements. Licensee further acknowledges and agrees that this License Agreement is and shall be at all times subject and subordinate to the Conservation Easements, and License agrees as a material part of the consideration for this License Agreement to keep and perform each and all of the terms, covenants and conditions of the Conservation Easement as they relate to Licensee's Activities. This License Agreement is made upon the condition of such performance. Licensee will not suffer to be done, or omit to do, any act which may result in a violation of or a default under the Conservation Easement, or render PG&E liable for any damage, charge or expense thereunder.

c. Licensee acknowledges and agrees that neither PG&E nor its officers, directors, employees or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, as to the Conservation Easement, the activities to be carried out pursuant thereto, or the potential physical, economic or other impact thereof on Licensee, the License Area, the rights and obligations of Licensee under this License Agreement or otherwise.

d. PG&E shall have the right to require modifications to Licensee's Activities to the extent necessary or desirable to preserve and enhance the beneficial public values present at the License Area in accordance with the Conservation Easement. Licensee acknowledges that, such modifications may result in Licensee being required to conduct, or refrain from conducting, certain activities currently permitted on some or all of the License Area and such modifications may materially impact Licensee economically and otherwise.

e. This Section 5 shall be self-operative, and no further instrument of subordination shall be required. However, Licensee agrees to execute such documentation as may be reasonably requested by PG&E in order to carry out the terms of this Section 5.

(LICENSEE TO INITIAL HERE B.R. **)**

6. Condition of the Property. Licensee accepts the Property "as is", in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Property. Licensee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise ("**EMFs**");

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements, as defined herein, relating to the protection of human health or the environment, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof; or

(3) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("**PCBs**") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Licensee shall take all necessary precautions to protect Licensee's Representatives from risks of harm from Potential Environmental Hazards, and Licensee shall be responsible for the health and safety of Licensee's Representatives. Licensee acknowledges that it has previously evaluated the condition of the Property and all matters affecting the suitability of the Property for the uses permitted by this License Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

7. Licensee's Covenants.

(a) Legal Compliance. Licensee covenants and agrees, at Licensee's sole cost and expense, promptly to comply, and cause all of Licensee's Representatives to comply, with (i) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, those laws which relate to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances or to health, safety, noise, environmental protection, air quality or water quality, (ii) with the conditions of any permit, occupancy certificate, license or other approval issued by public officers relating to Licensee's Activities or Licensee's use or occupancy of the Property; and (iii) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Licensee has notice, which may be applicable to the Property (collectively, "**Legal Requirements**") regardless of when they become effective, insofar as they relate to Licensee's Activities or the use or occupancy of the Property by Licensee. The judgment of any court of competent jurisdiction, or the admission of Licensee in any action or proceeding against Licensee, whether or not PG&E is a party in such action or proceeding, that Licensee has violated any Legal Requirement relating to the use or occupancy of the Property, shall be conclusive of that fact as between PG&E and Licensee. Licensee shall furnish satisfactory evidence of such compliance upon request by PG&E;

(b) Notification of Investigations, Orders or Enforcement Proceedings. Licensee covenants and agrees to notify PG&E in writing within three (3) business days of any investigation, order or enforcement proceeding which in any way relates to the Property, or to any contamination or suspected contamination on, within or underlying the Property. Such notice shall

include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(c) Use of Property. Licensee covenants and agrees that Licensee shall not in any way interfere or permit any interference with the use by PG&E of the Property. Interference shall include, but not be limited to, any activity by Licensee that places any of PG&E's gas or electric facilities in violation of any of the applicable provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or to any other applicable provisions of the laws and regulations of the State of California or other governmental agencies under which the operations of utility facilities are controlled or regulated. Licensee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Licensee shall not drill, bore, or excavate under any circumstances;

(d) Procedure for Entry. In the event of an emergency or inability to access the License Area, Licensee shall contact PG&E's Caribou Powerhouse at (530) 283-4330;

(e) Licensee's Activities. Licensee covenants and agrees that Licensee and Licensee's Representatives shall notify PG&E, as part of the Work Plan, of any potential safety, environmental or other hazards to PG&E employees or property arising out of, or associated with, Licensee's Activities or stemming from conditions caused by Licensee, so that PG&E may take appropriate precautions. Licensee covenants and agrees that Licensee shall conduct Licensee's Activities in compliance with the Work Plan approved by PG&E and in such a manner so as to protect the Property, PG&E's utility facilities, the environment and human health and safety. Licensee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of, the Property. Licensee covenants and agrees to be responsible for the clean-up and remediation of any releases of Hazardous Substances resulting from Licensee's Activities, or any activity by Licensee or Licensee's Representatives, and shall immediately report the details of any such releases to PG&E and to the appropriate regulatory agencies as required by any and all applicable law. In the event PG&E determines that Licensee's Activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health and safety, PG&E may, at PG&E's sole and absolute discretion, require that the Licensee halt Licensee's Activities until appropriate protective measures may be taken to eliminate such endangerment to PG&E's satisfaction. Licensee shall hold PG&E harmless from any claims in any way resulting from any delay under this Section. PG&E's right to halt activities under this Section shall not in any way affect or alter Licensee's insurance or indemnity obligations under this License Agreement, nor shall it relieve Licensee from any of Licensee's obligations hereunder that pertain to health, safety, or the protection of the environment;

(f) Non-Interference. Licensee covenants and agrees to coordinate Licensee's Activities regarding the license granted herein to strictly avoid any interference with the use by PG&E of the Property and any adjoining lands owned by PG&E; and,

(g) Site Security. Licensee hereby covenants and agrees that Licensee and Licensee's Representatives shall comply with any and all PG&E's on-site safety and security requirements and any other rules and regulations that may be applicable to Licensee's Activities at the Property. Licensee covenants and agrees to cooperate with PG&E and abide by any and all orders or instructions issued by PG&E, its employees, agents or representatives. PG&E reserves the right to restrict access to the Property in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E facilities within or in the vicinity of the Property, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

(h) Hydroelectric Project. Licensee acknowledges that the Property was acquired for, and is devoted to hydroelectric purpose, by PG&E and, if specified on **EXHIBIT "A"** hereto, is part of FERC Project 2105. This License Agreement is made subject to the right of PG&E to use the Property for such purposes and to use the Property whenever in the interest of PG&E's service to the public it shall be deemed necessary to do so. Licensee agrees that Licensee's use of the Property shall not endanger health, create a nuisance, or otherwise be incompatible with overall project recreational use.

(i) Related Facilities. PG&E reserves the right to require the Licensee to change the location of the Facilities to any other location within the extended sidelines of PG&E's Hamilton Branch Powerhouse property, based upon reasonable concerns related to safety or congestion with other facilities or public recreation on or around Lake Almanor. PG&E shall notify Licensee in writing of its intent to require the relocation of the Facilities and allow fourteen (14) days for any such relocation.

(j) Trash. Licensee shall not allow for the accumulation of any trash or debris on the property.

(k) Damaged Facilities. Licensee hereby covenants and agrees that Licensee, at Licensee's sole cost and expense, shall remove, replace, or repair any of their facilities that are damaged or in need of repair within fifteen (15) days written notice by PG&E.

(l) Signage. Licensee, at its sole risk and expense, shall post the appropriate signage on the Facilities in order to notify the public that the Facilities are private, and no trespassing is permitted. Licensee shall be responsible for the enforcement.

(m) Snow Removal. Licensee hereby covenants and agrees that Licensee shall be responsible for the removal of snow from the License Area, including routes, in order to accommodate Licensee's needs.

(n) Gates. Licensee hereby covenants and agrees that the Licensee and Licensee's Representative(s) shall leave all gates in an as found condition.

(o) Locks. Licensee shall provide their own padlock and is permitted to interconnect its padlock with PG&E's padlock on the access road gate and shall contact PG&E Representative to arrange for the installation of said padlock.

8. Indemnification; Release.

(a) Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries, affiliates, and their officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), including Claims arising from the passive or active negligence of the Indemnitees, which arise from or are in any way connected with Licensee's Activities, or the entry on, occupancy or use of, the Property by Licensee or Licensee's Representatives, or the exercise by Licensee of Licensee's rights hereunder, or the performance of, or failure to perform, Licensee's duties under this License Agreement, including, but not limited to, Claims arising out of: (a) injury to or death of persons, including but not limited to employees of PG&E or Licensee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (b) injury to property or other interest of PG&E, Licensee or any third party; (c) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to the environment and including any liability imposed by law or regulation without regard to fault.

Without limiting the generality of the foregoing, Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any labor performed on the Property by, or at the request or for the benefit of, Licensee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Licensee is obligated to indemnify or provide a defense hereunder, Licensee upon written notice from PG&E shall defend such action or proceeding at Licensee's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Licensee acknowledges that all Claims arising out of or in any way connected with releases or discharges of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Licensee's use or occupancy of the Property, Licensee's Activities or the activities of any of Licensee's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of any Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) Licensee's use of the Property shall be at Licensee's sole risk and expense. Licensee accepts all risk relating to Licensee's occupancy and use of the Property. PG&E shall not be liable to Licensee for, and Licensee hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on or about the Property.

(d) Licensee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including attorneys' fees and

costs), liabilities and damages resulting from the failure of Licensee, or any of Licensee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in **EXHIBIT "B"**.

(e) The provisions of this Section 8 shall survive the expiration or termination of this License Agreement.

9. Additional Activities. Licensee shall not perform any activities beyond Licensee's Activities specifically authorized by this License Agreement without the prior written consent of PG&E, which consent shall be at PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of any governmental authority having jurisdiction, including, but not limited to, the CPUC or the Federal Energy Regulatory Commission.

10. Reserved Rights. PG&E reserves the right to use the Property for any and all purposes which will not unreasonably interfere with Licensee's enjoyment of the rights hereby granted. PG&E reserves the right to make use of the Property for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Licensee shall not make use of the Property in any way which will endanger human health or the environment, create a nuisance or otherwise be incompatible with the use of the Property by PG&E or others entitled to use the Property.

11. Compliance; Safety; Insurance. Licensee shall obtain, at Licensee's sole cost and expense any and all necessary permits, authorizations and approvals applicable to Licensee's Activities and to evidence compliance with all Legal Requirements. PG&E shall have a right to observe Licensee's Activities at any time to confirm Licensee's compliance with the requirements of this License Agreement and applicable laws. Licensee shall procure, carry and maintain in effect throughout the term of this License Agreement, in a form and with deductibles acceptable to PG&E and with such insurance companies as are acceptable to PG&E, the insurance specified in **EXHIBIT "B"** and by this reference made a part hereof. Prior to Licensee's entry onto the Property, and thereafter thirty (30) days prior to the expiration date of any policy, Licensee shall provide PG&E with evidence of the insurance coverage, or continuing coverage, as applicable, required by this License Agreement as more specifically set forth in **EXHIBIT "B"**. Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements, as appropriate, provided that Licensee may, in the exercise of Licensee's reasonable judgment, permit Licensee's consultants, contractors and subcontractors to maintain coverages and limits lower than those specified so long as the coverages and limits required by Licensee are commercially reasonable in light of applicable circumstances.

12. Mechanics' Liens. Licensee shall keep the Property free and clear of all mechanics' liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Licensee or at Licensee's request or for Licensee's benefit. If any mechanics' liens are placed on the property in connection with Licensee's Activities set forth in this License Agreement, Licensee shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

13. Notice. Any notices hereunder shall be in writing and shall be personally delivered, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice. Any communication hereunder shall be in writing and can be personally delivered as described above or by email transmission.

If to PG&E by standard U.S. mail or by registered or certified mail or personal delivery or overnight courier, return receipt requested:

Pacific Gas and Electric Company
Land Management
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

With a copy to:

Pacific Gas and Electric Company
Law Department
P.O. Box 1018
Oakland, CA 94612-9991
Attn: Managing Counsel, Law Regulatory

Pacific Gas and Electric Company
Land Management
310 Salem Street
Chico, CA. 95928
Attn: Hydro Support Land Agent

If to Licensee:
Almanor Fishing Association
PO Box 1938
Chester, CA 96020
Phone: 530-284-0861
Email: almanorfishing@sbcglobal.net

14. Governing Law; Venue. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

15. Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended except by a written agreement executed by both parties.

16. Binding Effect. This License Agreement and the covenants and agreements herein contained shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, successors and assigns, subject to the limitations on assignment set forth in this License Agreement.

17. Assignment. This License Agreement is personal to Licensee, and Licensee shall not assign, transfer, convey or encumber the license and other rights herein granted or any portion thereof or interest herein.

18. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings, and bankruptcy litigation. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this License Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of San Francisco with approximately the same number of attorneys as are employed by PG&E's Law Department.

19. No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

20. No Offsets. Licensee acknowledges that PG&E is executing this License Agreement in its capacity as the owner of real property, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Licensee under this License Agreement. Further, Licensee covenants not to raise as a defense to Licensee's obligations under this License Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Licensee relating to this License Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, without limitation, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

21. No Dedication; No Third-Party Beneficiary. The provisions of this License Agreement are for the exclusive benefit of the parties and their successors and assigns and shall not be deemed to confer any rights upon any person except such parties and their successors and assigns, subject to the limitations on assignment set forth in this License Agreement. No obligation of a party under this License Agreement is enforceable by, or is for the benefit of, any other third parties.

22. Captions. The captions in this License Agreement are for reference only and shall in no way define or interpret any provision hereof.

23. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

24. Severability. If any provision of this License Agreement shall be invalid or unenforceable, the remainder of this License Agreement shall not be affected thereby, and each provision of this License Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this License Agreement can be determined and effectuated.

25. Counterparts. This License Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each Party shall be entitled to rely upon executed copies of this License Agreement transmitted either by facsimile or a portable document format ("pdf") version by email to the same and full extent as the originals.

26. Electronic Signatures. This License Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a pdf version by email and such electronic signature(s) shall be deemed as original for purposes of this License Agreement and shall have the same force and effect as a manually executed original

27. Joint and Several Liability. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this License Agreement as Licensee, the liability of each such individual, corporation, partnership or other business association to perform Licensee's obligations hereunder shall be deemed to be joint and several, and all notices, payments and agreements given or made by, with or to any one of such individuals, corporations, partnerships or other business associations shall be deemed to have been given or made by, with or to all of them. In like manner, if Licensee shall be a partnership or other business association, the members of which are, by virtue of statute or federal law, subject to personal liability, then the liability of each such member shall be joint and several.

28. Survival. The waivers of claims or rights, the releases and the obligations of Licensee under this License Agreement to indemnify, protect, defend and hold harmless PG&E and other Indemnitees shall survive the expiration or earlier termination of this License Agreement, and so shall all other obligations or agreements of PG&E and Licensee hereunder which by their terms survive the expiration or earlier termination of this License Agreement.

29. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this License

Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any liability, cost or expense to PG&E.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"	"Licensee"
PACIFIC GAS AND ELECTRIC COMPANY, a California corporation	ALMANOR FISHING ASSOCIATION, a California Nonprofit Public Benefit Corporation
By: E-SIGNED by Sarah Hug on 2025-05-21 23:09:09 GMT	By: E-SIGNED by Bryan Roccucci on 2025-05-21 22:47:17 GMT
Name: Sarah Hug	Name: Brian Roccucci
Its: Senior Manager, Hydro Support	Its: President
Date: May 21, 2025	Date: May 21, 2025

NOTE: LICENSEE TO INITIAL SECTION 4 & 5

EXHIBITS "A" and "B" attached

EXHIBIT A

THE LICENSE AREA



EXHIBIT B
INSURANCE REQUIREMENTS

Licensee shall procure, carry and maintain the following insurance coverage, and Licensee is also responsible for the compliance of Licensee's consultants, contractors and subcontractors with the insurance requirements:

A. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.

2. The limits shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits. Limits can be achieved through a combination of Primary and Umbrella/Excess policy limits.

B. Auto Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto".

2. The limit shall not be less than $1,000,000 each accident for bodily injury and property damage. Limit can be achieved through a combination of Primary and Umbrella/Excess policy limits.

C. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.

2. Employer's Liability insurance shall not be less than $1,000,000 for injury or death, each accident.

D. Additional Insurance Provisions

1. Upon execution of this Agreement, Licensee shall furnish PG&E with certificates of insurance and endorsements of all required insurance for Licensee.

2. The certificate shall state that coverage shall not be changed, cancelled, terminated, failed to be renewed or lapsed, except after thirty (30) days prior written notice has been given to PG&E.

3. All policies shall include:

(a) PG&E as Additional Insured (does not apply to Professional Liability and Workers' Compensation insurance);
(b) Primary and Non-contributory Endorsement;
(c) Waiver of Subrogation Endorsement.

4. The certificate must be signed by a person authorized by that insurer to bind coverage on its behalf and shall be submitted to PG&E's Land Agent as specified under Notices in the body of the License Agreement.

5. PG&E may inspect the original policies or require complete certified copies, at any time.

6. Licensee shall furnish PG&E the same evidence of insurance for Licensee's agents, consultants, contractors or subcontractors as PG&E requires of Licensee, prior to entry onto the Property by such parties.

Attach to LD: 2128-08-10177
Area, Region or Location: 6
Land Service Office: Chico
Line of Business: Hydro (24)
Business Doc Type: Conveyances Out
MTRSQ: 21.28.08.21.24, 21.28.08.21.23,
FERC License Number: N/A
PG&E Drawing Number:
Plat No.:
LD of Affected Documents: 2128-08-0960
LD of Cross-Referenced Documents: 2128-08-0736, 0718
Type of interest: Licenses from PGE (68)
SBE Parcel: 135-32-019A-3
% Being Quitclaimed: N/A
Order or PM: 2047417
JCN: N/A
County: Plumas
Utility Notice Number: N/A
851 Approval Application No: N/A ; Decision: N/A
Prepared By: J64G
Checked By: DQMM, ROG6
Approved By: SMTK (1/8/2025)
Revised by:

Exhibit E

"Agreement"



2128-08-0397

AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF FISH AND GAME AND PACIFIC GAS AND ELECTRIC COMPANY

This agreement, made this 14th day of December, 1984, between Pacific Gas and Electric Company (hereafter, "Pacific") and the State of California, acting by and through its Department of Fish and Game (hereafter, "Department"), dismisses Department's protest of Pacific's water right Application No. 26651, associated with its Hamilton Branch Hydroelectric Project, on file with the California State Water Resources Control Board, Division of Water Rights. The dismissal is subject to the following terms:

1. Pacific shall not draft water from storage in Mountain Meadows Reservoir, during a normal water year, for the period May 15 to July 1 of each year.

2. In the event of a dry year, drawdown of Mountain Meadows Reservoir shall be limited to two feet below the maximum surface elevation obtained that year, prior to July 1. A "dry year" shall be defined as any twelve-month period beginning May 1 in which the natural run-off of the Feather River at Oroville for the April 1 to July 31 period, as forecast on April 1 by the State of California Department of Water Resources, and as may be adjusted by the State on May 1, will be 50 percent or less of the average for such period as computed by the State for the 50-year period used at that time.

3. After July 1 of all years, Pacific agrees not to draft from the reservoir, except for fish release flows and existing leakage, when storage is 3500 acre feet (Elevation 4954.05) or less. If Pacific minimizes dam leakage to less than three cubic feet per second, Pacific shall not draft when storage is 1750 acre feet (Elevation 4852.82) or less. All elevations contained herein refer to Red River Lumber Company datum (Attachment A).

4. Pacific shall not draft water between November 1 and May 15 of the following year, except for fish release flows and leakage, if storage is less than 4000 acre feet (Elevation 4954.28).

5. Pacific shall release at all times from Indian Ole Dam sufficient water to provide a flow, when combined with dam leakage, of at least two cubic feet per second in Hamilton Branch as measured by the existing recording type gaging station located on Hamilton Branch Creek near Keddie Camp (NF-44).

6. Pacific shall release at all times from Hamilton Branch Diversion Dam a flow of four cubic feet per second, as measured by a staff gage (as defined by a theoretical weir rating) located at the entrance to the fish ladder. Pacific shall maintain the existing fish ladder in operable condition. It is the parties'

belief that based upon information available at this time, the flows identified will be sufficient to keep fish in good condition. If, in the future, new data becomes available indicating the biological need for modifications, the parties agree to consult as to the sufficiency of flows.

7. Department recognizes that Pacific must draft Mountain Meadows Reservoir below the storage specified in items 1, 2, 3, and 4 above, to determine the extent and/or for performance of the repairs necessary to minimize leakage from Indian Ole Dam. Pacific shall give Department 14 calendar days written notice prior to commencement of said work.

8. Pacific shall provide Department with accurate daily records of flow releases and storage upon request.

9. Temporary departure from the provisions of this agreement may occur: (a) to perform necessary maintenance on facilities pursuant to the notification provisions to Department as referenced in this agreement; (b) during emergencies as defined in the Public Resources Code Section 21060.3 (Attachment B); (c) as required by Division of Dam Safety; (d) in the interest of public safety; or (e) for reductions for fish and wildlife purposes as requested by Department. In the event of an emergency, Pacific shall notify Department within 2 working days of the emergency. For scheduled maintenance work which will either affect flow releases or result in deviations from the criteria herein set forth, Pacific shall notify Department at least 14 calendar days prior to conducting the work.

10. This agreement shall be in effect as long as the Hamilton Branch Hydroelectric Project is operated by Pacific or its successors or assigns. Any modifications shall be mutually agreeable to both Pacific and Department.

The remaining items are agreed to be binding between the parties but shall not be included as terms for dismissal of Department's protest to Application No. 26451:

A. Pacific and Department agree to jointly examine existing deer escape facilities in Hamilton Branch Canal and make minor modifications to minimize fawn losses in said canal.

B. Flow releases for the following locations will be based on theoretical weir equations:

1. Four cubic feet per second at Red Bridge Diversion.
2. Three cubic feet per second at Clear Creek Diversion.
3. One cubic foot per second at Spring Creek Diversion.

It is the parties' belief that based upon information available to the parties at this time the flows identified will be sufficient to keep fish in good condition. If, in the future, new data becomes available indicating the biological need for modifications, the parties agree to consult as to the sufficiency of flows.

C. Pacific agrees to maintain the existing fish ladders at Red Bridge and Clear Creek Diversions in operable condition. In addition, Pacific agrees to add a lower box to improve swim-in conditions at Clear Creek Diversion.

* D. Pacific and Department agree to jointly develop within twelve months from the date of this agreement a mutually acceptable Wildlife Habitat Enhancement Plan having the specific objective of optimizing wildlife habitat with emphasis on waterfowl nesting on Pacific's project lands at Mountain Meadows Reservoir (Attachment A). The plan shall apply to approximately 500 acres at selected sites, or more as mutually agreed, and shall include the following:

1. Control of animal grazing at the selected sites.

2. Animal proof fencing at the selected sites.

The plan may also include specific habitat manipulation activities to increase the biological carrying capacity at selected sites.

To implement such activities, funding shall be provided by each party and, if available, third party conservation organizations. Pacific's portion of said funding shall be limited to a maximum total of $60,000, unescalated, distributed in $5000 increments as the Wildlife Habitat Enhancement Plan is implemented. Department shall contribute in labor, materials or funds to the plan an amount equal to Pacific's payments referred to above. Department

agrees to maintain in good condition any and all facilities constructed in accordance with the plan.

E. Temporary departure from the provisions of this agreement may occur: (a) To perform necessary maintenance on facilities pursuant to the notification provisions to Department as referenced in this agreement; (b) during emergencies as defined in the Public Resources Code Section 21060.5 (Attachment B); (c) as required by Division of Dam Safety; (d) in the interest of public safety; or (e) for reductions for fish and wildlife purposes as requested by Department. In the event of an emergency, Pacific shall notify Department within 2 working days of the emergency. For scheduled maintenance work which will either affect flow releases or result in deviations from the criteria herein set forth, Pacific shall notify Department at least 14 calendar days prior to conducting the work.

F. This agreement shall be in effect as long as the Hamilton Branch Hydroelectric Project is operated by Pacific or its successors or assigns. Any modification shall be mutually agreeable to both Pacific and Department.

G. The terms of this agreement are enforceable by either party in the appropriate court according to law.

H. Enforcement of the terms of this agreement shall be at the discretion of Department, and any forbearance by Department to exercise its rights under this agreement in the event of any breach of any term of this agreement by Pacific shall not be deemed or construed to be a waiver by Department of such term or of any subsequent breach of the same or any other term of this agreement or of any of Department's rights under this agreement. No delay or omission by Department in the exercise of any right or remedy upon any breach by Pacific shall impair such right or remedy or be construed as a waiver.

I. Pacific shall notify any successor or assign of the terms of this agreement prior to the date of any transfer or assignment of any interest in all or a portion of the Hamilton Branch Hydroelectric Project. This agreement is binding on Pacific or its successors or assigns.

J. This instrument sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, understandings, or agreements, including the agreement dated September 18, 1968, relating to the Hamilton Branch Hydroelectric Project, all of which are merged herein.

Dated 12-14-89

PACIFIC GAS & ELECTRIC COMPANY
by [signature]
Vice President,
Power Generation

RHM/LAW

Dated 12-13-89

STATE OF CALIFORNIA
by [signature]
Director,
Department of Fish and Game

28N 8E sec 13
28N 9E sec 14, 15, 16, 17, 18,
19, 20, 21, 22, 23,
25, 26, 27, 28

PG&E Admin Block

Attach to LD: 2128-08-10047
Area, Region or Location: 6
Land Service Office: Chico
Line of Business: Hydro (24)
Business Doc Type: Conveyances Out
MTRSQ: 21.28.08.21.31, 21.28.08.21.44, 21.28.08.21.41, 21.28.08.21.14, 21.28.08.21.11, 21.28.08.21.43, 21.28.08.21.42, 21.28.08.21.13, 21.28.08.21.12, 21.28.08.21.34, 21.28.08.21.31, 21.28.08.21.24, 21.28.08.21.21, 21.28.08.21.33, 21.28.08.21.32, 21.28.08.21.23, 21.28.08.21.22, 21.28.08.16.12, 21.28.08.16.24, 21.28.08.16.21, 21.28.08.16.23, 21.28.08.16.22, 21.28.08.22.44, 21.28.08.22.43, 21.28.08.22.34, 21.28.08.15.44, 21.28.08.15.41, 21.28.08.15.14, 21.28.08.15.11, 21.28.08.15.43, 21.28.08.15.42, 21.28.08.15.13, 21.28.08.15.12, 21.28.08.15.34, 21.28.08.15.31, 21.28.08.15.33, 21.28.08.15.32, 21.28.08.14.44, 21.28.08.14.41, 21.28.08.14.14, 21.28.08.14.11, 21.28.08.14.43, 21.28.08.14.42, 21.28.08.11.23, 21.28.08.13.44, 21.28.08.13.41, 21.28.08.13.43, 21.28.08.13.42, 21.28.08.13.13, 21.28.08.13.12, 21.28.08.13.24, 21.28.08.13.21, 21.28.08.13.23, 21.28.08.13.22, 21.28.09.18.44, 21.28.09.18.41, 21.28.09.18.14, 21.28.09.18.11, 21.28.09.18.43, 21.28.09.18.42, 21.28.09.18.13, 21.28.09.18.12, 21.28.09.18.34, 21.28.09.18.31, 21.28.09.18.24, 21.28.09.18.21, 21.28.09.18.33, 21.28.09.18.32, 21.28.09.18.23, 21.28.09.18.22, 21.28.09.07.23, 21.28.09.07.22, 21.28.09.19.41, 21.28.09.19.14, 21.28.09.19.11, 21.28.09.08.33, 21.28.09.17.44, 21.28.09.17.41, 21.28.09.17.43, 21.28.09.17.42, 21.28.09.17.13, 21.28.09.17.12, 21.28.09.17.34, 21.28.09.17.31, 21.28.09.17.24, 21.28.09.17.21, 21.28.09.17.33, 21.28.09.17.32, 21.28.09.17.23, 21.28.09.17.22, 21.28.09.20.44, 21.28.09.20.41, 21.28.09.20.14, 21.28.09.20.11, 21.28.09.20.13, 21.28.09.20.12, 21.28.09.09.31, 21.28.09.09.24, 21.28.09.09.32, 21.28.09.09.23, 21.28.09.09.22, 21.28.09.16.44, 21.28.09.16.41, 21.28.09.16.14, 21.28.09.16.11, 21.28.09.16.43, 21.28.09.16.42, 21.28.09.16.13, 21.28.09.16.12, 21.28.09.16.34, 21.28.09.16.31, 21.28.09.16.24, 21.28.09.16.21, 21.28.09.16.33, 21.28.09.16.32, 21.28.09.16.23, 21.28.09.16.22, 21.28.09.21.44, 21.28.09.21.41, 21.28.09.21.14, 21.28.09.21.11, 21.28.09.21.43, 21.28.09.21.42, 21.28.09.21.13, 21.28.09.21.12, 21.28.09.21.34, 21.28.09.21.31, 21.28.09.21.24, 21.28.09.21.21, 21.28.09.21.23, 21.28.09.21.22, 21.28.09.10.31, 21.28.09.10.33, 21.28.09.10.32, 21.28.09.10.23, 21.28.09.15.44, 21.28.09.15.41, 21.28.09.15.14, 21.28.09.15.11, 21.28.09.15.43, 21.28.09.15.42, 21.28.09.15.13, 21.28.09.15.12, 21.28.09.15.34, 21.28.09.15.31, 21.28.09.15.24, 21.28.09.15.21, 21.28.09.15.33, 21.28.09.15.32, 21.28.09.15.23, 21.28.09.15.22, 21.28.09.22.44, 21.28.09.22.41, 21.28.09.22.14, 21.28.09.22.11, 21.28.09.22.43, 21.28.09.22.42, 21.28.09.22.13, 21.28.09.22.12, 21.28.09.22.34, 21.28.09.22.31, 21.28.09.22.24, 21.28.09.22.21, 21.28.09.22.33, 21.28.09.22.32, 21.28.09.22.23, 21.28.09.22.22, 21.28.09.27.44, 21.28.09.27.41, 21.28.09.27.14, 21.28.09.27.11, 21.28.09.27.43, 21.28.09.27.42, 21.28.09.27.13, 21.28.09.27.12, 21.28.09.27.34, 21.28.09.27.31, 21.28.09.27.24, 21.28.09.27.21, 21.28.09.27.22, 21.28.09.14.44, 21.28.09.14.41, 21.28.09.14.14, 21.28.09.14.43, 21.28.09.14.42, 21.28.09.14.13, 21.28.09.14.34, 21.28.09.14.31, 21.28.09.14.24, 21.28.09.14.21, 21.28.09.14.33, 21.28.09.14.32, 21.28.09.14.23, 21.28.09.14.22, 21.28.09.23.44, 21.28.09.23.41, 21.28.09.23.14, 21.28.09.23.11, 21.28.09.23.43, 21.28.09.23.42, 21.28.09.23.13, 21.28.09.23.12, 21.28.09.23.34, 21.28.09.23.31, 21.28.09.23.24, 21.28.09.23.21, 21.28.09.23.33, 21.28.09.23.32, 21.28.09.23.23, 21.28.09.23.22, 21.28.09.26.44, 21.28.09.26.41, 21.28.09.26.14, 21.28.09.26.11, 21.28.09.26.43, 21.28.09.26.42, 21.28.09.26.13, 21.28.09.26.12, 21.28.09.26.34, 21.28.09.26.31, 21.28.09.26.24, 21.28.09.26.21, 21.28.09.26.33, 21.28.09.26.32, 21.28.09.26.23, 21.28.09.26.22, 21.28.09.35.44, 21.28.09.35.41, 21.28.09.35.14, 21.28.09.35.11, 21.28.09.35.43, 21.28.09.35.42, 21.28.09.35.13,

21.28.09.35.12, 21.28.09.35.24, 21.28.09.35.21, 21.28.09.35.23, 21.28.09.35.22, 21.28.09.13.34, 21.28.09.13.33, 21.28.09.24.44, 21.28.09.24.43, 21.28.09.24.34, 21.28.09.24.33, 21.28.09.25.44, 21.28.09.25.43, 21.28.09.25.34, 21.28.09.25.31, 21.28.09.25.33, 21.28.09.25.32, 21.28.09.25.23, 21.28.09.36.44, 21.28.09.36.41, 21.28.09.36.14, 21.28.09.36.11, 21.28.09.36.43, 21.28.09.36.42, 21.28.09.36.13, 21.28.09.36.12, 21.28.09.36.34, 21.28.09.36.31, 21.28.09.36.24, 21.28.09.36.21, 21.28.09.36.33, 21.28.09.36.32
FERC License Number: N/A
PG&E Drawing Number:
Plat No.: n/a
LD of Affected Documents: 2128-08-10032
LD of Cross Referenced Documents: 2128-09-10004
Type of interest: Assignment and Assumption Agreement (71)
SBE Parcel: 135-32-19A-3, 135-18-1-10, 135-18-1-11, 135-18-1-12, 135-18-1-13, 135-18-1-14, 135-18-1-5, 135-18-1-6, 135-18-1-7, 135-18-1-8, 135-18-1-9, 135-18-1B-1, 135-18-1B-2, 135-18-1A-1, 135-18-1A-2, 135-32-19-2, 135-32-19A-1, 135-32-19A-2, 135-18-001A-1, 135-32-19-4, 135-32-19A-4, 135-18-2-1, 135-32-31-1, 135-32-31-2
% Being Quitclaimed: N/A
Order or PM: 8180583
JCN: N/A
County: Lassen
Utility Notice Number: N/A
851 Approval Application No: N/A ;Decision: N/A
Prepared By: dqmm
Checked By: R9M1
Approved By:
Revised by:

EXHIBIT F

LD 2128-08-10048
Powerhouse and Tailrace Easement
RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City/Uninc_____
Recording Fee $_____
Document Transfer Tax $ _____
[ ] This is a conveyance where the consideration and Value is less than $100.00 (R&T 11911).
[ ] Computed on Full Value of Property Conveyed, or
[ ] Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale
[ ] Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

_____
Signature of declarant or agent determining tax

(A portion of APN 001-18)

EASEMENT AGREEMENT
(Powerhouse and Tailrace)

This Easement Agreement ("**Agreement**") is made and entered into this _____ day of _____, 20__ (the "**Effective Date**") by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**", and HAMILTON BRANCH HYDRO, LLC, a Maryland limited liability company, hereinafter called "**Grantee.**"

RECITALS

A. PG&E owns certain real property within the County of Plumas, State of California, commonly known as Lake Almanor and more particularly described in **Exhibit A**, attached hereto and made a part hereof (hereinafter, the "**Property**").

B. PG&E is conveying to Grantee the Hamilton Branch Powerhouse (the "**Powerhouse**") as described in the Purchase and Sale Agreement dated _____, located adjacent to the Property.

C. A portion of the Powerhouse and the Tailrace, as described below, are located on the Property and in connection therewith, PG&E intends to grant an easement for the future operation and maintenance of such facilities.

D. PG&E is willing to grant such easement on the terms and subject to the conditions set forth herein.

Now, therefore, for good and valuable consideration, PG&E and Grantee agree as follows:

1. Grant of Easement(s): PG&E hereby grants to Grantee, upon the terms and conditions set forth in this Agreement, the following easement:

(a) Powerhouse and Tailrace Easement. A non-exclusive easement to operate, repair, replace, remove, maintain and use (i) any portion of the Powerhouse that may be located within the Property; and (ii) such tailrace and other devices and equipment as Grantee shall deem necessary for carrying water away from the Powerhouse and releasing it into the waters of Lake Almanor (the "**Tailrace**"), within the portion of the Property (the "**Powerhouse and Tailrace Easement Area**") shown on **Exhibit B** attached hereto and made a part hereof.

(b) Construction Staging Easement. A non-exclusive easement in, on and over the portion of the Property shown on **Exhibit B** (the "**Construction Staging Easement Area**"), to enter upon and use the Construction Staging Easement Area for the temporary storage of construction materials and equipment in connection with the maintenance and repair of the Powerhouse and Tailrace.

Collectively, the Powerhouse and Tailrace Easement Area, and the Construction Staging Easement Area are hereinafter referred to as the "**Easement Areas**."

2. Limitations on Use.

(a) The Easement Areas are to be used by Grantee only for those uses permitted in Section 1 above, and for no other purpose.

(b) PG&E reserves the right to restrict access to the Construction Staging Easement Area or any portion or portions thereof in the event of fire, earthquake, storm, riot, civil disturbance, or other casualty or emergency, or in connection with PG&E's response thereto, or if emergency repairs or maintenance are required to PG&E's land or facilities within or in the vicinity of the Construction Staging Easement Area, or otherwise when PG&E deems it advisable to do so, including in connection with events and emergencies occurring or affecting PG&E's business operations located elsewhere than in the immediate vicinity of the Property.

3. Condition of Easement Areas. Grantee accepts the Easement Areas in its existing physical condition, without warranty by PG&E or any duty or obligation on the part of PG&E to maintain the Easement Areas. Grantee acknowledges that one or more of the following (collectively, "**Potential Environmental Hazards**") may be located in, on or underlying the Property and/or the Easement Areas:

(a) electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and

whether emitted by electric transmission lines, other distribution equipment or otherwise ("**EMFs**");

(b) Hazardous Substances (as hereinafter defined). For purposes hereof, the term "**Hazardous Substances**" means any hazardous or toxic material or waste which is or becomes regulated by Legal Requirements (as hereinafter defined) relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater, including, but not limited to, laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into the air, surface water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Without limiting the generality of the foregoing, the term Hazardous Substances includes any material or substance:

(1) now or hereafter defined as a "hazardous substance," "hazardous waste," "hazardous material," "extremely hazardous waste," "restricted hazardous waste" or "toxic substance" or words of similar import under any applicable local, state or federal law or under the regulations adopted or promulgated pursuant thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq.; the Clean Air Act, 42 U.S.C. §§7401 et seq.; the Clean Water Act, 33 U.S.C. §§1251 et seq.; the Toxic Substance Control Act, 15 U.S.C. §§2601 et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§136 et seq.; the Atomic Energy Act of 1954, 42 U.S.C. §§2014 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. §§10101 et seq.; the California Hazardous Waste Control Law, Cal. Health and Safety Code §§25100 et seq.; the Porter-Cologne Water Quality Control Act, Cal. Water Code §§13000 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health and Safety Code §§25300 et seq.); and the Medical Waste Management Act (Health and Safety Code §§25015 et seq.); or

(2) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as a Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof, or which cause, or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or

(3) the presence of which on the Property poses or threatens to pose a hazard to the health or safety of persons on or about the Property or to the environment; or

(4) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

(5) which contains lead-based paint or other lead contamination, polychlorinated biphenyls ("PCBs") or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or

(6) which contains radon gas;

(c) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and

(d) other potentially hazardous substances, materials, products or conditions.

Grantee shall be solely responsible for the health and safety of, and shall take all necessary precautions to protect, its employees, contractors, consultants, agents and invitees ("**Grantee's Representatives**") from risks of harm from Potential Environmental Hazards. Grantee acknowledges that it has previously evaluated the condition of the Easement Areas and all matters affecting the suitability of the Easement Areas for the uses permitted by this Agreement, including, but not limited to, the Potential Environmental Hazards listed herein.

4. Conservation Easement.

(a) PG&E and Grantee hereby enter into this Easement Agreement with reference to the following:

(1) The Easement Areas are encumbered by a Deed of Conservation Easement and Agreement (Lake Almanor Planning Unit) dated December 14, 2023 (the "**Conservation Easement**") between PG&E, as Grantor, and Feather River Land Trust, a California non-profit public benefit corporation as Grantee (the "**Easement Holder**").

(2) The Conservation Easement is a perpetual "conservation easement" as defined by §815.1 of the Conservation Easement Act of 1979 (California Civil Code §815 et seq.) in gross, in, on, over and across the Easement Areas. The purpose of the Conservation Easement is to protect and preserve in perpetuity the "Beneficial Public Values" on the Easement Areas by restricting any use of the Easement Areas that will significantly impair the Beneficial Public Values, all subject to and in accordance with the terms and conditions of the Conservation Easement.

(3) The Conservation Easement provides that PG&E shall not engage in, or permit others to engage in specified "Prohibited Uses" except as allowed by the Conservation Easement. In addition, the Conservation Easement restricts certain "Anticipated Significant Actions."

(4) This Easement Agreement is a "Third Party Use Agreement" within the meaning of the Conservation Easement and Grantee's Activities are "Express Third Party Uses" under the Conservation Easement.

(b) Grantee acknowledges and agrees that PG&E has provided a copy of the Conservation Easement to Grantee and that Grantee is familiar with the terms of the Conservation Easement. Grantee further acknowledges and agrees that this Easement Agreement is and shall be at all times subject and subordinate to the Conservation Easement, and Easement agrees as a material part of the consideration for this Easement Agreement to keep and perform each and all of the terms, covenants and conditions of the Conservation Easement

as they relate to Grantee's Activities. This Easement Agreement is made upon the condition of such performance. Grantee will not suffer to be done, or omit to do, any act which may result in a violation of or a default under the Conservation Easement, or render PG&E liable for any damage, charge or expense thereunder.

(c) Grantee acknowledges and agrees that neither PG&E nor its officers, directors, employees or agents makes or has made any representations or warranties of any kind, express or implied, written or oral, as to the Conservation Easement, the activities to be carried out pursuant thereto, or the potential physical, economic or other impact thereof on Grantee, the Easement Area, the rights and obligations of Grantee under this Easement Agreement or otherwise.

(d) PG&E shall have the right to require modifications to Grantee's Activities to the extent necessary or desirable to preserve and enhance the beneficial public values present at the Easement Area in accordance with the Conservation Easement. Grantee acknowledges that, such modifications may result in Grantee being required to conduct, or refrain from conducting, certain activities currently permitted on some or all of the Easement Area and such modifications may materially impact Grantee economically and otherwise.

(e) This Section 4 shall be self-operative and no further instrument of subordination shall be required. However, Grantee agrees to execute such documentation as may be reasonably requested by PG&E in order to carry out the terms of this Section 4.

(GRANTEE TO INITIAL HERE_____)

5. Grantee's Covenants. Grantee hereby covenants and agrees:

(a) Repair and Replacement of Powerhouse and/or Tailrace. Grantee agrees to repair and replace, at no cost to PG&E, the Powerhouse or Tailrace as may be necessary and appropriate for Grantee's permitted use, as specified in Section 1. All such repair and replacement shall be performed in accordance with detailed plans and specifications ("**Plans**") previously approved by PG&E and shall comply with all Legal Requirements. Before commencing construction of any such improvements, Grantee shall obtain all permits, authorizations or other approvals, at Grantee's sole cost and expense as may be necessary for such construction. Without limiting the generality of the foregoing, Grantee shall be responsible for complying with any and all applicable requirements of the National Environmental Policy Act ("**NEPA**") and the California Environmental Quality Act ("**CEQA**") and satisfying, at Grantee's sole expense, any and all mitigation measures under CEQA that may apply to Grantee's proposed occupancy and use of the Easement Areas, and to the construction, maintenance and use of Grantee's proposed improvements and facilities. Grantee shall promptly notify PG&E of any and all proposed mitigation measures that may affect PG&E or the Property. If PG&E determines in good faith that any such mitigation measures may adversely affect PG&E or the Property, or impose limitations on PG&E's ability to use the Property as specified in Section 10, then PG&E shall have the right, without liability to Grantee, to give notice of termination of this Agreement to Grantee, whereupon

this Agreement and the rights granted to Grantee shall terminate and revest in PG&E, unless within ten (10) days following delivery of such notice, Grantee gives notice to PG&E by which Grantee agrees to modify its proposed Project (as that term is defined under CEQA) so as to eliminate the necessity for such mitigation measures. In the event of such termination, PG&E and Grantee shall each be released from all obligations under this Agreement, except those which expressly survive termination. Grantee acknowledges and agrees that PG&E's review of Grantee's Plans is solely for the purpose of protecting PG&E's interests, and shall not be deemed to create any liability of any kind on the part of PG&E, or to constitute a representation on the part of PG&E or any person consulted by PG&E in connection with such review that the Plans or the improvements contemplated by such Plans are adequate or appropriate for any purpose, or comply with applicable Legal Requirements. Grantee shall not commence construction of any improvements to the Powerhouse and/or Tailrace without the prior written consent of PG&E, which consent shall not be unreasonably withheld, conditioned or delayed, and the prior consent, to the extent required by applicable law or regulation, of the California Public Utilities Commission (hereinafter, "**CPUC**");

(b) Compliance with Laws. Grantee shall, at its sole cost and expense, promptly comply with (a) all laws, statutes, ordinances, rules, regulations, requirements or orders of municipal, state, and federal authorities now in force or that may later be in force, including, but not limited to, those relating to the generation, use, storage, handling, treatment, transportation or disposal of Hazardous Substances, as defined herein, or to health, safety, noise, environmental protection, air quality or water quality; (b) the conditions of any permit, occupancy certificate, Easement or other approval issued by public officers relating to Grantee's use or occupancy of the Easement Areas; and (c) with any liens, encumbrances, easements, covenants, conditions, restrictions and servitudes (if any) of record, or of which Grantee has notice, which may be applicable to the Easement Areas (collectively, "**Legal Requirements"**), regardless of when they become effective, insofar as they relate to the use or occupancy of the Easement Areas by Grantee. Grantee shall furnish satisfactory evidence of such compliance upon request by PG&E. The judgment of any court of competent jurisdiction, or the admission of Grantee in any action or proceeding against Grantee, whether or not PG&E is a party in such action or proceeding, that Grantee has violated any Legal Requirement relating to the use or occupancy of the Easement Areas, shall be conclusive of that fact as between PG&E and Grantee.

(c) Notice of Enforcement Proceedings. Grantee agrees to notify PG&E in writing within three (3) business days of any investigation, order or enforcement proceeding which in any way relates to the Property, or to any contamination or suspected contamination on, within or underlying the Property. Such notice shall include a complete copy of any order, complaint, agreement, or other document which may have been issued, executed or proposed, whether draft or final;

(d) Non-Interference. Grantee agrees not to interfere in any way or permit any interference with the use of the Property by PG&E and other entitled persons. Interference shall include, but not be limited to, any activity by Grantee that places any of PG&E's gas or electric facilities in violation of any of the provisions of General Order Nos. 95 (Overhead Electric), 112 (Gas), and 128 (Underground Electric) of the CPUC or to any other Legal Requirements under which the operations of utility facilities are controlled or regulated. Grantee shall not erect, handle, or operate any tools, machinery, apparatus, equipment, or materials closer to any of PG&E's high-voltage electric conductors than the minimum clearances set forth in the High-Voltage Electrical

Safety Orders of the California Division of Industrial Safety; which minimum clearances are incorporated herein by reference; but in no event closer than ten (10) feet to any energized electric conductors or appliances. Grantee shall not drill, bore, or excavate within thirty (30) feet of any of PG&E's underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits. Grantee shall provide notice to Underground Service Alert at 1-800-227-2600 at least two (2) business days prior to commencing any drilling, boring or excavating permitted hereunder to assist Grantee with locating any and all underground facilities, including, but not limited to, gas pipelines, valves, regulators or electric conduits;

(e) Avoiding Dangerous Activities. Grantee agrees to conduct its activities and operations within and on the Easement Areas in such a manner so as not to endanger the Property, PG&E's utility facilities, the environment and human health and safety. Grantee shall not cause or permit any Hazardous Substances, as defined herein, to be brought upon, produced, stored, used, discharged or disposed of on, or in the vicinity of the Property, except in compliance with all applicable Legal Requirements. Grantee shall be responsible for the cost of remediating any discharge or release of Hazardous Substances resulting from or arising in connection with Grantee's use of the Property and shall immediately notify PG&E and the appropriate regulatory authorities where required by law, of any such release. If PG&E determines that Grantee's activities in any way endanger the Property, PG&E's utility facilities, the environment, or human health and safety, PG&E may, in PG&E's sole and absolute discretion, require that Grantee halt such activities until appropriate protective measures are taken to PG&E's satisfaction. Grantee shall hold PG&E harmless from any claims resulting from any delay under this paragraph. PG&E's right to halt activities under this paragraph shall not in any way affect or alter Grantee's insurance or indemnity obligations under this Agreement, nor shall it relieve Grantee from any of its obligations hereunder that pertain to health, safety, or the protection of the environment;

(f) Maintenance. Grantee agrees to maintain the Powerhouse and Tailrace in good condition and repair, and be responsible for the security of, the facilities installed hereunder;

(g) Repairing Damage. Grantee agrees to repair any damage it may cause to PG&E's facilities and improvements in or around said Easement Areas;

(h) Coordination. Grantee agrees to coordinate all activities regarding the easements granted herein to reasonably minimize any interference and inconvenience with the use by PG&E of the Easement Areas and PG&E's adjoining lands.

(i) PG&E Right to Cure. Grantee agrees that if Grantee fails to perform any act or other obligation on its part to be performed hereunder, and such failure is not remedied within fifteen (15) days following notice from PG&E (or in the case of an emergency, following such notice, if any, as may be reasonably practicable under the existing circumstances), PG&E may (but without obligation to do so, and without waiving or releasing Grantee from any of its obligations) perform any such act or satisfy such obligation, or otherwise remedy such emergency or such failure on the part of Grantee. All costs incurred by PG&E in responding to or remedying such failure by Grantee shall be payable by Grantee to PG&E on demand.

6. Indemnification; Release.

(a) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold harmless PG&E, its parent corporation, subsidiaries and affiliates, and their respective officers, managers, directors, representatives, agents, employees, transferees, successors and assigns (each, an "**Indemnitee**" and collectively, "**Indemnitees**") from and against all claims, losses (including, but not limited to, diminution in value), actions, demands, damages, costs, expenses (including, but not limited to, experts fees and reasonable attorneys' fees and costs) and liabilities of whatever kind or nature (collectively, "**Claims**"), including Claims arising from the passive or active negligence of the Indemnitees, which arise from or are in any way connected with the occupancy or use of the Easement Areas by Grantee or Grantee's Representatives, or the exercise by Grantee of its rights hereunder, or the performance of, or failure to perform, Grantee's duties under this Agreement, including, but not limited to, Claims arising out of: (1) injury to or death of persons, including but not limited to employees of PG&E or Grantee (and including, but not limited to, injury due to exposure to EMFs and other Potential Environmental Hazards in, on or about the Property); (2) injury to property or other interest of PG&E, Grantee or any third party; (3) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances, including all Legal Requirements relating to human health or the environment, and including any liability which may be imposed by law or regulation without regard to fault; excepting only with respect to any Indemnitee, to the extent of any Claim arising from the sole negligence or willful misconduct of such Indemnitee. Without limiting the generality of the foregoing, Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless from and against Claims arising out of or in connection with any work of improvement constructed or installed at or on, labor performed on, or materials delivered to, or incorporated in any improvements constructed on, the Easement Areas by, or at the request or for the benefit of, Grantee. In the event any action or proceeding is brought against any Indemnitee for any Claim against which Grantee is obligated to indemnify or provide a defense hereunder, Grantee upon written notice from PG&E shall defend such action or proceeding at Grantee's sole expense by counsel approved by PG&E, which approval shall not be unreasonably withheld, conditioned or delayed.

(b) Grantee acknowledges that all Claims arising out of or in any way connected with releases or discharges of any Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of or in connection with Grantee's use or occupancy of the Easement Areas or the surrounding Property, or any of the activities of Grantee and Grantee's Representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

(c) Grantee's use of the Property shall be at its sole risk and expense. Grantee accepts all risk relating to its occupancy and use of the Easement Areas. PG&E shall not be liable to Grantee for, and Grantee hereby waives and releases PG&E and the other Indemnitees from, any and all liability, whether in contract, tort or on any other basis, for any injury, damage, or loss resulting from or attributable to any occurrence on or about the Easement Areas, the condition of Easement Areas, or the use or occupancy of the Easement Areas.

(d) Grantee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold Indemnitees harmless against claims, losses, costs (including, but not limited to, attorneys' fees and costs), liabilities and damages resulting from the failure of Grantee, or any of its contractors or subcontractors, to comply with the insurance requirements set forth in **Exhibit C**, attached hereto and made a part hereof. If Grantee fails to so indemnify, protect, defend or hold harmless any Indemnitee, then at PG&E's option, this Agreement shall terminate, and the estate and interest herein granted to Grantee shall revert to and revest in PG&E, if such failure continues for five (5) days following the giving of written notice of termination to Grantee, unless within such time such failure is cured to the reasonable satisfaction of PG&E.

(e) The provisions of this Section 6 shall survive the termination of this Agreement.

7. Conservation Easement.

(5) The Property is encumbered by a Deed of Conservation Easement and Agreement (Lake Almanor Planning Unit) dated December 19, 2023, and recorded as Document No. 2023-0005330, Plumas County Recorders (the "**Conservation Easement**") between PG&E, as Grantor, and Feather River Land Trust, a California non-profit public benefit corporation, as Grantee (the "**Easement Holder**").

(6) The Conservation Easement is a perpetual "conservation easement" as defined by §815.1 of the Conservation Easement Act of 1979 (California Civil Code §815 et seq.) in gross, in, on, over and across the Property. The purpose of the Conservation Easement is to protect and preserve in perpetuity the "Beneficial Public Values" on the Property by restricting any use of the Property that will significantly impair the Beneficial Public Values, all subject to and in accordance with the terms and conditions of the Conservation Easement.

(f) Grantee acknowledges that it is familiar with the terms and conditions of the Conservation Easement. Grantee further acknowledges and agrees that this Agreement is and shall be at all times subject and subordinate to the Conservation Easement, and agrees as a material part of the consideration for this Agreement to comply with each and all of the terms, covenants and conditions of the Conservation Easement as they relate to the use of the Property. Grantee will not suffer to be done, or omit to do, any act which may result in a violation of or a default under the Conservation Easement. PG&E shall not be liable to Grantee for, and Grantee hereby waives and releases PG&E and its Indemnities from all Claims against PG&E which may arise from Grantee's need to comply or the failure to comply with the Conservation Easement.

(g) Grantee acknowledges and agrees that neither PG&E nor its Indemnitees makes or has made any representations or warranties of any kind, express or implied, written or oral, as to the Conservation Easement, the activities to be carried out pursuant thereto, or the potential physical, economic or other impact on Grantee, or its use of the Property.

(h) PG&E shall have the right to require modifications to the Improvements (as defined in Section 4(a)) and Grantee's permitted use, as specified in Section 1 to the extent necessary or desirable to preserve and enhance the beneficial public values present at the Property in accordance with

the Conservation Easement. Grantee acknowledges that, such modifications may result in Grantee being required to conduct, or refrain from conducting, certain activities currently permitted on some or all of the Easement Area and such modifications may materially impact Grantee's use of the Property.

(GRANTEE TO INITIAL HERE_____)

8. Additional Facilities. Grantee shall not install any additional facilities or improvements in, on, under or over the Easement Areas without the prior written consent of PG&E, which consent may be granted or withheld in PG&E's sole and absolute discretion, and the prior consent, to the extent required by applicable law or regulation, of the CPUC. Grantee shall submit plans for installation of any proposed additional facilities within the Easement Areas to PG&E for its written approval at the address specified in Section 14.

9. Abandonment, Termination. In the event Grantee abandons the facilities installed hereunder, this Agreement shall terminate, and all of the easements and other rights of Grantee hereunder shall revert to PG&E. The non-use of such facilities for a continuous period of two (2) years, unless such nonuse is due to factors outside Grantee's reasonable control, in which case such period is extended to four (4) years, shall be conclusive evidence of such abandonment. Upon any termination of this Agreement, Grantee shall remove, at no cost to PG&E, such of Grantee's facilities and equipment installed pursuant to this Agreement as PG&E may specify. Upon any termination of this Agreement, Grantee shall execute, acknowledge and deliver to PG&E a quitclaim deed or such other documents or instruments, in a form reasonably acceptable to PG&E, as may be reasonably necessary to eliminate this Agreement as an encumbrance on the title to the Easement Areas or any larger parcel of property containing the Easement Areas.

10. Reserved Rights. PG&E reserves the right to use the Easement Areas for any and all purposes which will not unreasonably interfere with Grantee's facilities. The rights granted to Grantee herein shall forever be subordinate to PG&E's right to replace, reconstruct, relocate, operate and maintain PG&E's future facilities. Without limiting the generality of the foregoing:

(a) PG&E reserves the right to make use of the Easement Areas for such purposes as it may deem necessary or appropriate if, and whenever, in the interest of its service to its patrons or consumers or the public, it shall appear necessary or desirable to do so. Grantee acknowledges that the Property is a part of the Federal Energy Regulatory Commission ("**FERC**") Project No. 803 ("**Project**"), and. PG&E reserves the right to use the Property, including the Easement Areas, in all ways and for all purposes necessary or appropriate to its obligations as Grantee under FERC Project No. 803, provided however, PG&E shall not raise the elevation of Lake Almanor above the 4500 foot contour line. Grantee shall not make use of the Easement Areas in any way which would be incompatible with overall project recreational uses.

(b) Grantee's use of the Easement Areas shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use.

(c) Grantee shall take all reasonable precautions to insure that the use of the Easement Areas on Project lands will occur in a manner that will protect the scenic, recreational, and environmental values of the Project.

(d) Grantee shall not make use of the Easement Areas in any way which would be incompatible with overall Project requirements or unduly restrict public access to Project waters.

(e) Except in the case of emergencies, Grantee must submit to PG&E plans as required by FERC at least six (6) months in advance of construction, repair, or maintenance work within the Easement Areas to allow for PG&E review and submittal to FERC for any required approval. No proposed construction, repair, or maintenance work within the Easement Areas shall occur on Project lands until such approval is received from FERC. In the event of an emergency (wildfire, floods, earthquakes, etc.), Grantee shall provide notice of such emergency work to PG&E within 24 hours of initiating emergency work, to allow PG&E to meet FERC notification requirements.

(f) If the Project boundary is removed from the Easement Areas, then FERC approval will no longer be required, and the notification and approval process will change to the following:

Except in the case of emergencies, Grantee must submit to PG&E, for review and approval, plans at least 90 days in advance of any proposed construction, repair, or maintenance work within the Easement Areas, which review and approval will not be unreasonably withheld or delayed. In the event of an emergency, Grantee shall provide notice of such emergency work to PG&E within two (2) weeks of initiating such emergency work.

(g) Grantee acknowledges that PG&E may have previously granted, and may in the future grant, certain rights in and across the Easement Areas to others, and the use of the word "grant" in this Agreement shall not be construed as a warranty or covenant by PG&E that there are no such other rights.

(h) This grant is made subject to all applicable provisions of General Order No. 95 (Overhead Electric), General Order 112 (Gas) and General Order No. 128 (Underground Electric) of the CPUC, in like manner as though said provisions were set forth herein.

11. Governmental Approvals. This Agreement shall not become effective, notwithstanding that it may have been executed and delivered by the parties, and Grantee shall not commence construction or other activities hereunder, unless and until PG&E notifies Grantee in writing of receipt of final, unconditional, and unappealable approval by the CPUC and that the terms and conditions of such CPUC approval are satisfactory to PG&E in its sole and absolute discretion. Grantee further acknowledges and agrees that PG&E makes no representation or warranty regarding the prospects for CPUC approval, and Grantee hereby waives all Claims against PG&E which may arise out of the need for such CPUC approval or the failure of the CPUC to grant such approval. This Agreement is made subject to all the provisions of such approval, as more particularly set forth in CPUC (☐ Disposition Letter ☐ Advice Letter ☐ Decision __ ____), in like manner as though said provisions were set forth in full herein.

12. Compliance; Insurance. PG&E shall have a right to access and inspect the Easement Areas at any time to confirm Grantee's compliance with Legal Requirements and the provisions of this Agreement. Prior to the Effective Date of this Agreement, Grantee shall procure,

and thereafter Grantee shall carry and maintain in effect at all times during the term of the Agreement, with respect to the Easement Areas and the use, occupancy and activities of Grantee, its employees and agents on or about the Easement Areas, the insurance specified in **Exhibit C**, attached hereto and made a part hereof by this reference, provided that PG&E reserves the right to review and modify from time to time the coverages and limits of coverage required hereunder, as well as the deductibles and/or self-insurance retentions in effect from time to time (but PG&E agrees that it will not increase required coverage limits more often than once in any five-year period). Prior to Grantee's entry on the Property, and thereafter thirty (30) days prior to the expiration date of any policy, Grantee shall provide PG&E with evidence of the insurance coverage, or continuing coverage, as required by this Agreement. All insurance required under this Agreement shall be effected under valid, enforceable policies issued by insurers of recognized responsibility, as reasonably determined by PG&E, and shall be written on forms and with insurance carriers acceptable to PG&E. Grantee is also responsible for causing its agents, contractors and subcontractors to comply with the insurance requirements of this Agreement at all relevant times (provided, however, that Grantee, in the exercise of its reasonable judgment, may permit contractors and subcontractors to maintain coverages and limits lower than those required of Grantee, provided the coverages and limits required by Grantee are commercially reasonable in light of applicable circumstances). Any policy of liability insurance required to be maintained hereunder by Grantee may be maintained under a so-called "blanket policy" insuring other locations and/or other persons, so long as PG&E is specifically named as an additional insured under such policy and the coverages and amounts of insurance required to be provided hereunder are not thereby impaired or diminished. In addition, liability insurance coverages may be provided under single policies for the full limits, or by a combination of underlying policies with the balance provided by excess or umbrella liability insurance policies.

13. Mechanics' Liens. Grantee shall keep the Property free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by Grantee or at its request or for its benefit. If any mechanics' liens are placed on the Property in connection with the activities or facilities set forth in this Agreement, Grantee shall promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

14. Notice. Any notices hereunder shall be in writing and shall be personally delivered, or sent by first class mail, certified or registered, postage prepaid, or by national overnight courier, with charges prepaid for next business day delivery, addressed to the addressee party at the address or addresses listed below, or to such other address or addresses as such party may from time to time designate in writing. Notices shall be deemed received upon actual receipt or refusal of the notice by the party being sent the notice. Any communication hereunder shall be in writing and can be personally delivered as described above or by email transmission.

If to PG&E:

Pacific Gas and Electric Company
Attention: Land Agent
350 Salem Street
Chico, CA 95928-5331

With a copy to:

Pacific Gas and Electric Company
Land Rights Library
300 Lakeside Dr
Oakland, CA 94612-3534

If to Grantee:

Hamilton Branch Hydro, LLC
191 Main Street, Third floor
Annapolis, Maryland 21401
Attention: Wayne L. Rogers

15. Governing Law. This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

16. Entire Agreement. This Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended except by a written agreement executed by both parties.

17. Binding Effect. This Agreement and the covenants and agreements contained herein shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns (subject to the provisions of Section 18). No assignment or delegation by Grantee, whether by operation of law or otherwise, shall relieve Grantee of any of its duties, obligations or liabilities hereunder, in whole or in part. The covenants of PG&E hereunder shall run with the land.

18. Assignment. Grantee shall not assign, convey, encumber (other than as may be specifically permitted by the terms of this Agreement), or otherwise transfer the easements and other rights herein conveyed, or any portion thereof or interest herein, without the prior written consent of PG&E. Such consent may be given or withheld by PG&E for any reason or for no reason, provided, however, that notwithstanding the foregoing, PG&E agrees that its consent will not be unreasonably withheld, delayed or conditioned in the case of: (a) a proposed transfer or dedication to a governmental agency, or (b) a proposed transfer to an Affiliate (as hereinafter defined) of Grantee. For purposes of the foregoing, an Affiliate of Grantee means an entity that controls, is controlled by, or is under common control with Grantee; the term "**control**" means the possession, directly or indirectly, of the power, whether or not exercised, to direct or cause the direction of the management or policies of an entity, whether through the ownership of voting securities, by contract or otherwise; and the term "**controlled**" and "**common control**" have correlative meanings. Grantee acknowledges and agrees that in any instance where PG&E is

required not to unreasonably withhold its consent, it shall be reasonable for PG&E to withhold its consent if any regulatory agency having or asserting jurisdiction over PG&E or the Easement Area, or having or claiming a right to review and/or approve the proposed transfer, fails to grant approval thereof (or imposes conditions on such approval which are not acceptable to PG&E, in its reasonable discretion). Grantee further acknowledges and agrees that in any instance where PG&E is required not to unreasonably delay giving or withholding its consent, it shall be reasonable for PG&E to make application for approval to any regulatory agency having or asserting jurisdiction, and to defer the giving or withholding of consent, without liability hereunder for delay, during the pendency and for a reasonable time following the conclusion of any such regulatory proceedings.

19. Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees (of both in-house and outside counsel) and expenses related to such action, in addition to all other recovery or relief. A party shall be deemed to have prevailed in any such action (without limiting the generality of the foregoing) if such action is dismissed upon the payment by the other party of the sums allegedly due or the performance of obligations allegedly not complied with, or if such party obtains substantially the relief sought by it in the action, irrespective of whether such action is prosecuted to judgment. Attorneys' fees shall include, without limitation, fees incurred in discovery, contempt proceedings and bankruptcy litigation, and in any appellate proceeding. The non-prevailing party shall also pay the attorney's fees and costs incurred by the prevailing party in any post-judgment proceedings to collect and enforce the judgment. The covenant in the preceding sentence is separate and several and shall survive the merger of this provision into any judgment on this Agreement. For purposes hereof, the reasonable fees of PG&E's in-house attorneys who perform services in connection with any such action shall be recoverable, and shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the relevant subject matter area of the law, in law firms in the City of Oakland with approximately the same number of attorneys as are employed by PG&E's Law Department.

20. No Waiver. No waiver with respect to any provision of this Agreement shall be effective unless in writing and signed by the party against whom it is asserted. No waiver of any provision of this Agreement by a party shall be construed as a waiver of any subsequent breach or failure of the same term or condition, or as a waiver of any other provision of this Agreement.

21. No Offsets. Grantee acknowledges that PG&E is executing this Agreement in its capacity as the owner of the Easement Areas, and not in its capacity as a public utility company or provider of electricity and natural gas. Notwithstanding anything to the contrary contained herein, no act or omission of Pacific Gas and Electric Company or its employees, agents or contractors as a provider of electricity and natural gas shall abrogate, diminish, or otherwise affect the respective rights, obligations and liabilities of PG&E and Grantee under this Agreement. Further, Grantee covenants not to raise as a defense to its obligations under this Agreement, or assert as a counterclaim or cross-claim in any litigation or arbitration between PG&E and Grantee relating to this Agreement, any claim, loss, damage, cause of action, liability, cost or expense (including, but not limited to, attorneys' fees) arising from or in connection with Pacific Gas and Electric Company's provision of (or failure to provide) electricity and natural gas.

22. No Third Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and, except as expressly provided herein, does not confer any rights or remedies on any other person or entity.

23. Captions. The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

24. Time. Except as otherwise expressly provided herein, the parties agree that as to any obligation or action to be performed hereunder, time is of the essence.

25. Severability. If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

26. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

27. Other Documents. Each party agrees to sign any additional documents or permit applications which may be reasonably required to effectuate the purpose of this Agreement. Provided, however, that PG&E will not be required to take any action or execute any document that would result in any cost, expense or liability to PG&E.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation	HAMILTON BRANCH HYDRO, LLC, a Maryland limited liability company
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

Exhibits A, B and C attached

Attach to LD: 2128-08-10048

Area, Region or Location: 6
Land Service Office: Chico
Line of Business: Hydro (24)
Business Doc Type: Conveyances Out
MTRSQ: 21.28.08.21.31, 21.28.08.21.24
FERC Easement Number: 2105
PG&E Drawing Number: SL-1736
Plat No.: N/A
LD of Affected Documents: N/A
LD of Cross Referenced Documents: 2129-07-0005
Type of interest: Conveyances Out (11), Easements Granted over Fee Lands (11C)
SBE Parcel: 117-32-001-23
% Being Quitclaimed: N/A
Order or PM: 8180853
JCN: N/A
County: Plumas
Utility Notice Number: N/A
851 Approval Application No: ;Decision:
Prepared By: r9m1, dqmm
Checked By: erse
Approved By:
Revised by:

EXHIBIT A

PG&E PROPERTY

SBE: 117-32-1-23

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 21, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED IN VOLUME 81, PAGE 433 OF DEEDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

ALL THOSE PORTIONS OF THE FOLLOWING DESCRIBED LANDS LYING BELOW THE CONTOUR LINE WHICH COINCIDES IN ELEVATION WITH THE CREST OF THE SPILLWAY OF LAKE ALMANOR DAM, WHICH WAS 4500.0 FEET ABOVE SEA LEVEL, AS SURVEYED ORIGINALLY BY THE GREAT WESTERN POWER COMPANY, AND WAS 4510.36 FEET ABOVE SEA LEVEL, NORTH AMERICAN DATUM OF 1929, AS SURVEYED BY THE U.S. GEOLOGICAL SURVEY IN 1936:

THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER AND NORTHWEST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 21.

EXHIBIT B

EASEMENT AREAS

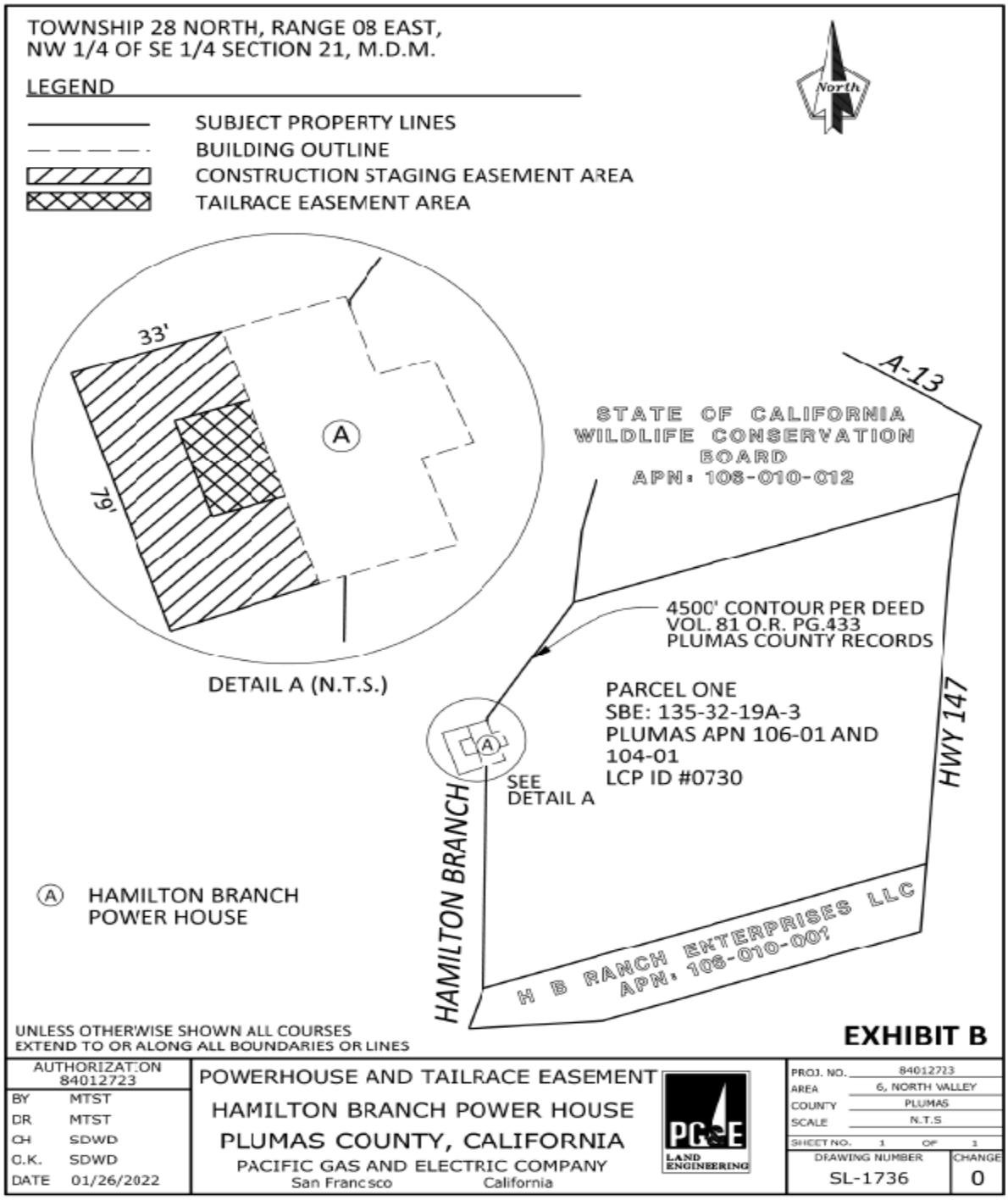


EXHIBIT C

INSURANCE REQUIREMENTS

Grantee shall procure, carry and maintain in effect throughout the term of this Agreement the following insurance coverage. Grantee is also responsible for its subcontractors maintaining sufficient limits of the appropriate insurance coverages.

A. Workers' Compensation and Employers' Liability

1. Workers' Compensation insurance indicating compliance with any and all applicable labor codes, acts, laws or statutes, state or federal.

2. Employer's Liability insurance shall not be less than $1,000,000 for injury or death, each accident.

B. Commercial General Liability

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability insurance "occurrence" form with no additional coverage alterations.

2. The limits shall not be less than Ten Million Dollars ($10,000,000) per occurrence for bodily injury, property damage and products and completed operations. Defense costs are to be provided outside the policy limits.

3. Coverage shall include: a) an "Additional Insured" endorsement (ISO Additional Insured form CG 2010 11/85 or equivalent coverage) adding as additional insureds PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of work performed by or for Grantee. If the policy includes "blanket endorsement by contract," the following language added to the certificate of insurance will satisfy PG&E's requirement: "by blanket endorsement, PG&E, its affiliates, subsidiaries, and parent company, and PG&E's directors, officers, agents and employees with respect to liability arising out of the work performed by or for the Grantee are included as additional insured"; and b) an endorsement or policy provision specifying that the Grantee's insurance is primary and that any insurance or self-insurance maintained by PG&E shall be excess and non-contributing.

C. Business Auto

1. Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."

2. The limit shall not be less than Two Million Dollars ($2,000,000) each accident for bodily injury and property damage.

D. Pollution Liability

1. Coverage for bodily injury, property damage, including clean up costs and defense costs resulting from sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.

2. The limit shall not be less than Five Million Dollars ($5,000,000) each occurrence for bodily injury and property damage.

3. PG&E shall be named as additional insured.

E. Additional Insurance Provisions

1. Upon the Effective Date of the Easement Agreement Grantee shall furnish PG&E with two (2) sets of certificates of insurance including required endorsements.

2. Documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to PG&E.

3. The documents must be signed by a person authorized by that insurer to bind coverage on its behalf and submitted to:

Pacific Gas and Electric Company
350 Salem Street
Chico, CA 95928-5331
Attn: Land Agent

4. Upon request, Grantee shall furnish PG&E evidence of insurance for its agents or contractors.

5. PG&E may inspect the original policies or require complete certified copies at any time.

EXHIBIT G

Preliminary Report Top Sheet

♦ HELP US STAY ON TOP OF YOUR TRANSACTION ♦

IF ANY OF THESE QUESTIONS ARE ANSWERED "YES", OR IF YOU HAVE QUESTIONS ABOUT THE BELOW, PLEASE CONTACT YOUR ESCROW OFFICER IMMEDIATELY

- Have any of the principals recently filed bankruptcy?
- Do any of the principals plan to use a power of attorney?
- Are any of the principals going through a divorce? (if so, is there an attorney involved?)
- Is anyone currently vested in title deceased? Has a new Tax I.D. Number been established?
- Do any of the principals NOT have a valid photo identification?
- Is there construction work in progress or incomplete construction?
    - Any construction completed in the last year?
    - Any construction completed in the last 4 months?
- Is there a mobile or manufactured home on the property?
- Are the sellers a non-resident alien or a foreign out of country seller?
- Is the property an investment property or not considered seller's principal residence?
- Will a new entity be formed? (i.e. Partnership, LLC, Corporation)
- If your principals are currently vested or are taking title in their trust, have bank accounts been established in the name of the Trust?
- Will any of the principals be participating in a 1031 Exchange?
- Are any of the principals not able to sign with a Placer Title Company? If so, an approved notary will be required.

THANK YOU FOR CHOOSING

Placer Title Company

EXHIBIT G

PLACER TITLE COMPANY
A MOTHER LODE COMPANY

Escrow Number: 1415-11308.1

WIRE FRAUD ADVISORY

Parties to a real estate transaction are often targets for wire fraud and financial confidence schemes, unfortunately with many losing tens or hundreds of thousands of dollars because they relied (without verification) on "revised" or "new" wire instructions appearing to come from a trusted party to the transaction.

IF YOU INTEND TO WIRE FUNDS IN CONJUNCTION WITH THIS REAL ESTATE TRANSACTION, WE STRONGLY RECOMMEND THAT YOU VERBALLY VERIFY THOSE INSTRUCTIONS THROUGH A KNOWN, TRUSTED PHONE NUMBER PRIOR TO SENDING FUNDS.

In addition, the following self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **DO NOT RELY** on emails purporting to change wire instructions. Placer Title Company will never change its wire instructions in the course of a transaction. If you receive a random or unsolicited email from anyone requesting funds to be wired, and attaching "new," "alternate," "updated," "revised" and/or "different" wire instructions, contact your escrow officer immediately (at a verifiable number in the manner noted below) and before wiring any money.

- **VERIFY** the wire instructions you do receive by calling the party who sent the instructions to you. However, **DO NOT** use the phone number provided in the email containing the instructions, and **DO NOT** send a reply email to verify, since the email address may be incorrect, fraudulent or being intercepted by the fraudster. Rather, use phone numbers you have called before and/or can independently verify through other sources (company website or internet search).

- **USE COMPLEX PASSWORDS** that are at least ten (10) characters long and contain a combination of mixed case, numbers, and symbols. You should also change your password often and not reuse the same password for other online accounts.

- **ENABLE MULTI-FACTOR AUTHENTICATION** for all email accounts. Your email provider may have specific instructions on how to implement this feature.

- **CHECK FOR AUTO-FORWARDING** on your email account and disable it. This is one of the most "silent" ways a fraudster can monitor your email account because every email that comes in is automatically forwarded to them, even if you change your password.

This Notice is not intended to provide legal or professional advice, nor is it an exclusive list of self-protection strategies. Customers are encouraged to always be aware of such schemes, and to contact their escrow officer if ever in doubt.

Placer Title Company
9083 Foothills Blvd., Suite 300
Roseville, CA 95747
Phone: (916)624-8141
Fax: (916)624-7383

PLACER TITLE COMPANY
A MOTHER LODE COMPANY

Order No.:	1415-11308.1	(Version 2)
Reference:		
Escrow Officer:	Scott Stanford	
Email:	sstanford@placertitle.com	
Email Loan Docs To:	1415@placertitle.com	

Proposed Insured:
Proposed Loan Amount:

Proposed Underwriter: Stewart Title Guaranty Company

Property Address: no site address CA

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: April 30, 2025 at 7:30AM
Title Officer: Scott Stanford

(Version 2)
Order Number: 1415-11308.1

The form of policy of title insurance contemplated by this report is:

CLTA Standard Owners Policy

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION

The land referred to in this report is described as follows:

See Exhibit “A” Attached for Legal Description

(Version 2)
Order Number: 1415-11308.1

Exhibit "A"
Legal Description

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTIES OF LASSEN AND PLUMAS, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

~PARCEL ONE:~

XXHB-CFR-00012
SBE: 135-32-19A-3
PLUMAS APN 106-01 AND 104-04
LCP ID #0730

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 21, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING THE PARCEL DESCRIBED AS PART 5 NUMBER 2 IN A DOCUMENT RECORDED JANUARY 2, 1946, IN VOLUME 83, PAGE 154, OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 70 ° 09' WEST 2003.5 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 4 ° 29' 30" EAST 73.82 FEET; THENCE NORTH 5 ° 55' 30" EAST 50.0 FEET; THENCE NORTH 7 ° 21' 30" EAST 50.0 FEET; THENCE NORTH 8 ° 21' 30" EAST 35.0 FEET; THENCE SOUTH 72 ° 10' 30" WEST 610.0 FEET TO THE EASTERLY LINE OF THE PARCEL OF LAND DESIGNATED 1 IN THE DEED EXECUTED BY THE RED RIVER LUMBER COMPANY TO GREAT WESTERN POWER COMPANY OF CALIFORNIA RECORDED IN VOLUME 81, PAGE 433 OF DEEDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE, BEING THE 4500 CONTOUR, THE FOLLOWING APPROXIMATE COURSES: SOUTH 32 ° 36' 30" WEST 240.42 FEET; SOUTH 1 ° 21' WEST 478.92 FEET; THENCE NORTH 72 ° 10' 30" EAST 711.64 FEET; THENCE NORTH 4 ° 29' 30" EAST 449.57 FEET TO THE POINT OF BEGINNING.

~PARCEL TWO:~

XXHB-CFX-00001
SBE: 135-18-1-10; 135-18-1-11, 135-18-1-12, 135-18-1-13, 135-18-1-14, 135-18-1-5, 135-18-1-6, 135-18-1-7, 135-18-1-8, 135-18-1-9, 135-18-1B-1, 135-18-1B-2
APNS 123-110-09, 123-120-03, 123-120-05, 123-120-08, 123-120-09, 123-130-02, 123-130-04, 123-130-07, 123-130-08, 123-160-01, 123-160-03, 123-160-05, 123-160-08, 123-160-09, 123-100-09, 123-150-04
LCP ID #0731

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35, AND 36, ALL OF TOWNSHIP 28 NORTH, RANGE 9 EAST, AND IN SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, ALL OF MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED DECEMBER 31, 1945, IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SO-CALLED INDIAN OLE OR MOUNTAIN MEADOWS RESERVOIR, INCLUDING THE DAM AND DAM SITE, EXTENDING ACROSS SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35 AND 36, TOWNSHIP 28 NORTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN, SO AS TO INCLUDE THE AREA LYING BETWEEN AND BELOW THE 4960 FOOT CONTOUR ON THE RED RIVER LUMBER COMPANY WESTWOOD DATUM, TOGETHER WITH A STRIP OF

LAND OF THE UNIFORM WIDTH OF 100 FEET ENTIRELY ENCIRCLING SAID RESERVOIR AND LYING CONTIGUOUS TO AND ON THE OUTSIDE OR UPHILL SIDE OF SAID CONTOUR AROUND SAID RESERVOIR FROM THE POINTS OPPOSITE THE TOE OF SAID DAM AND CONTIGUOUS TO AND ON THE DOWNSTREAM SIDE OF A LINE JOINING SAID OPPOSITE POINTS AND EXTENDING ALONG THE TOE OF SAID DAM.

LAND RECORDS OF THE PACIFIC GAS AND ELECTRIC COMPANY INDICATE THAT THE SPILLWAY ELEVATION OF 4958.84 FEET ON THE SAID RED RIVER LUMBER COMPANY WESTWOOD DATUM CORRESPONDS TO 5042.58 FEET ON THE U. S. GEOLOGICAL SURVEY DATUM.

LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTIONS 7 AND 8 THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 31, PAGE 423 OF OFFICIAL RECORDS OF LASSEN COUNTY.

ALSO LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7 AND 18, TOWNSHIP 28 NORTH, RANGE 9 EAST, THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 28, PAGE 279 OF DEEDS OF LASSEN COUNTY, BEING A 100 FOOT WIDE STRIP OF LAND.

ALSO LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7 AND 18, TOWNSHIP 28 NORTH, RANGE 9 EAST, THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 265, PAGE 266 OF OFFICIAL RECORDS OF SAID LASSEN COUNTY, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE PORTION OF THE SO-CALLED INDIAN OLE MOUNTAIN MEADOWS RESERVOIR AND OF THE STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET LYING CONTIGUOUS THERETO LYING NORTH OF THE NORTH LINE OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CENTRAL PACIFIC RAILWAY CO., AS ESTABLISHED BY CONGRESSIONAL GRANT ON MARCH 2, 1899, AND NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE WESTERN PACIFIC RAILROAD, AS DESCRIBED IN THE DEED TO SAID WESTERN PACIFIC RAILROAD COMPANY, RECORDED DECEMBER 7, 1931 IN BOOK 28 OF DEEDS AT PAGE 279, LASSEN COUNTY RECORDS.

~PARCEL THREE:~

XXHB-CFX-00009
SBE: 135-18-1A-1, 135-18-1A-2, 135-32-19-2, 135-32-19A-1, 135-32-19A-2
LASSEN APN 123-110-01 PORTION; PLUMAS APN 01-15, 103-04, 103-06, 104-04
LCP ID #0732

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 11, 12, 13, 14, 15, 16 AND 21, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, LOCATED IN THE COUNTIES OF LASSEN AND PLUMAS, AS RECORDED DECEMBER 31, 1945, IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, AND RECORDED JANUARY 26, 1946 INVOLUME 83, PAGE 154 OF OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE BED AND BANKS OF HAMILTON BRANCH OF THE NORTH FORK OF FEATHER RIVER, SOMETIMES CALLED HAMILTON BRANCH CREEK, WITH ANY RIPARIAN RIGHTS PERTAINING THERETO WHICH MAY BELONG TO GRANTOR, AS WELL AS A STRIP OF LAND OF UNIFORM WIDTH OF 50 FEET ON EACH SIDE AND CONTIGUOUS TO SAID BED AND BANKS, LYING WESTERLY OR DOWNSTREAM FROM THE WESTERLY LINE OF THE LAND DESCRIBED AS PARCEL 4A IN SAID DOCUMENT, AND NORTHERLY OR UPSTREAM FROM THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED 1 IN THE DOCUMENT RECORDED IN VOLUME 81, PAGE 433 OF DEEDS OF SAID COUNTY OF PLUMAS.

LESS AND EXCEPT THAT PORTION LYING WITHIN THE PARCEL DESCRIBED AS PARCEL 9 OF THE DOCUMENT RECORDED IN VOLUME 64, PAGE 468 OF DEEDS OF SAID COUNTY OF PLUMAS, BEING A RAILROAD RIGHT OF WAY OF 150 FEET WIDTH.

~PARCEL FOUR:~

XXHB-CFX-00013
SBE: 135-18-001A-1, 135-32-19-4, 135-32-19A-4
LASSEN APN 123-110-01 PORTION; PLUMAS APN 01-15, 01-18, 106-01, 104-04
LCP ID #0733

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 14, 15, 21 AND 22, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, LOCATED IN THE COUNTIES OF LASSEN AND PLUMAS, BEING THE PARCEL DESCRIBED AS PART 5, NUMBER 3 IN THE DOCUMENT RECORDED DECEMBER 31, 1945, IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, AND RECORDED JANUARY 26, 1946, VOLUME 83, PAGE 154, OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF UNIFORM WIDTH OF 300 FEET LYING EQUALLY ON EACH SIDE OF THE LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 87 ° 27' EAST 3320.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 43 ° 21.5' WEST 289.11 FEET; THENCE SOUTH 72 ° 15.5' WEST 402.78 FEET; THENCE NORTH 75 ° 24' WEST 209.61 FEET; THENCE SOUTH 75 ° 25' WEST 503.76 FEET; THENCE SOUTH 24 ° 39.5' WEST 525.17 FEET; THENCE SOUTH 53 ° 12' WEST 470.27 FEET; THENCE SOUTH 77 ° 28' WEST 1346.11 FEET; THENCE NORTH 72 ° 44' WEST 876.85 FEET; THENCE NORTH 53 ° 32' WEST 912.93 FEET; THENCE NORTH 78 ° 58' WEST 343.82 FEET; THENCE SOUTH 80 ° 21' WEST 356.69 FEET; THENCE SOUTH 77 ° 48' WEST 717.81 FEET; THENCE SOUTH 62 ° 04.5' WEST 372.78 FEET; THENCE SOUTH 51 ° 12' WEST 256.75 FEET; THENCE SOUTH 01 ° 53' WEST 273.00 FEET; THENCE SOUTH 14 ° 27' EAST 231.27 FEET; THENCE SOUTH 188.98 FEET; THENCE SOUTH 38 ° 10.5' WEST 422.59 FEET; THENCE SOUTH 80 ° 37' WEST 535.25 FEET; THENCE SOUTH 59 ° 35' WEST 215.34 FEET; THENCE SOUTH 07 ° 59' EAST 348.53 FEET; THENCE SOUTH 31 ° 41' EAST 763.54 FEET; THENCE SOUTH 36 ° 26.5' WEST 284.38 FEET; THENCE NORTH 84 ° 02' WEST 359.24 FEET; THENCE SOUTH 53 ° 18' WEST 143.53 FEET; THENCE SOUTH 27 ° 33' WEST 367.27 FEET; THENCE SOUTH 01 ° 11.5' WEST 700.54 FEET; THENCE SOUTH 21 ° 11.5' WEST 205.23 FEET; THENCE SOUTH 11 ° 04.5' WEST 312.83 FEET; THENCE SOUTH 15 ° 52.5' EAST 222.68 FEET; THENCE SOUTH 30 ° 16.5' EAST 362.43 FEET; THENCE SOUTH 04 ° 41' WEST 444.30 FEET; THENCE SOUTH 10 ° 04' EAST 258.70 FEET; THENCE SOUTH 49 ° 51' WEST 297.87 FEET; THENCE SOUTH 14 ° 38.5' WEST 233.66 FEET; THENCE SOUTH 05 ° 30.5' EAST 250.97 FEET; THENCE SOUTH 29 ° 36.5' EAST 480.41 FEET; THENCE SOUTH 23 ° 43.5' WEST 321.22 FEET; THENCE SOUTH 84 ° 46.5' WEST 666.41 FEET TO A POINT THAT BEARS SOUTH 01 ° 41' EAST 61.25 FEET FROM THE WEST ONE-QUARTER CORNER OF SAID SECTION 22, THENCE NORTH 86 ° 51' WEST 306.63 FEET; THENCE SOUTH 76 ° 45.5' WEST 114.22 FEET; THENCE SOUTH 50 ° 45' WEST 97.30 FEET; THENCE SOUTH 12 ° 01.5' WEST 109.67 FEET; THENCE SOUTH 72 ° 10.5' WEST 1439.45 FEET TO THE EASTERLY LINE OF THE PARCEL DESCRIBED AS PART 5, NUMBER 2 IN SAID DOCUMENT.

LESS AND EXCEPT THAT PORTION THAT LIES WITHIN THE PARCEL DESCRIBED AS PART 5, NUMBER 1 IN SAID DOCUMENT.

ALSO LESS AND EXCEPT THAT PORTION LYING WITHIN THE PARCEL DESCRIBED AS PARCEL 9 OF THE DOCUMENT RECORDED IN VOLUME 64, PAGE 468 OF DEEDS OF THE COUNTY OF PLUMAS, BEING A RAILROAD RIGHT OF WAY OF 200 FEET WIDTH.

~PARCEL FIVE:~

XXHB-CFX-00015
SBE: 135-18-2-1
LASSEN APN 123-110-01 PORTION
LCP ID #0734

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 14, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED OCTOBER 26, 1953, IN VOLUME 93, PAGE 352 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE EASTERLY TERMINUS OF THE COURSE WHICH HAS A BEARING AND LENGTH OF SOUTH 77 ° 28' WEST 1346.11 FEET IN THE DESCRIBED CENTERLINE OF THE STRIP OF LAND DESCRIBED AND DESIGNATED 3 UNDER PART 5 IN THE DEED RECORDED IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 24 ° 40' EAST 153.43 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID STRIP OF LAND AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 53 ° 12' WEST 364.98 FEET TO A POINT DISTANT 300 FEET SOUTHERLY AT RIGHT ANGLES TO SAID CENTER LINE COURSE; THENCE SOUTH 77 ° 28' WEST 823.63 FEET PARALLEL WITH SAID CENTER LINE COURSE; THENCE NORTH 72 ° 44' WEST 301.83 FEET TO THE SOUTHERLY LINE OF SAID STRIP OF LAND; THENCE NORTH 77 ° 28' EAST 1418.19 FEET, MORE OR LESS, ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

~PARCEL SIX:~

XXHB-CFX-00016
SBE: 135-32-31-1
PLUMAS APN 01-15
LCP ID # 0735

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS PARCEL 1 IN A DOCUMENT RECORDED AUGUST 4, 1954, IN VOLUME 77, PAGE 321 OF OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE COURSE WHICH HAS A BEARING AND LENGTH OF SOUTH 36 ° 26.5' WEST 284.38 FEET IN THE DESCRIBED CENTER LINE OF THE STRIP OF LAND DESCRIBED AND DESIGNATED 3 UNDER PART 5 IN THE DEED RECORDED IN VOLUME 83, PAGE 154 OF DEEDS OF SAID COUNTY; THENCE SOUTH 87 ° 37' EAST 181.05 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 31 ° 41' EAST 161.65 FEET TO A POINT DISTANT 300 FEET SOUTHEASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE NORTHEASTERLY PROLONGATION OF SAID CENTER LINE COURSE; THENCE SOUTH 36 ° 26.5' WEST 323.05 FEET PARALLEL WITH SAID CENTER LINE COURSE; THENCE NORTH 84 ° 02' WEST 174.04 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND; THENCE NORTH 36 ° 26.5' EAST 471.57 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING.

~PARCEL SEVEN:~

XXHB-CFX-00017
SBE: 135-32-31-2
PLUMAS APN 01-15
LCP ID #0736

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS PARCEL 2 IN A DOCUMENT RECORDED AUGUST 4, 1954, IN

VOLUME 77, PAGE 321 OF OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE COURSE WHICH HAS A BEARING AND LENGTH OF SOUTH 38 ° 10.5' WEST 422.59 FEET IN THE DESCRIBED CENTER LINE OF THE STRIP OF LAND DESCRIBED AND DESIGNATED 3 UNDER PART 5 IN THE DEED RECORDED IN VOLUME 83, PAGE 154 OF DEEDS OF SAID COUNTY; THENCE SOUTH 70 ° 55' EAST 158.73 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 242.69 FEET TO A POINT DISTANT 300 FEET SOUTHEASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) SAID CENTER LINE COURSE; THENCE SOUTH 38 ° 10.5' WEST 177.86 FEET PARALLEL WITH SAID CENTER LINE COURSE; THENCE SOUTH 80 ° 37' WEST 222.34 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND; THENCE NORTH 38 ° 10.5' EAST 532.77 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING.

(Version 2)
Order Number: 1415-11308.1

EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. PROPERTY TAXES DUE THE COUNTIES OF LASSEN AND PLUMAS AS ASSESSED BY THE STATE BOARD OF EQUALIZATION FOR THE FISCAL YEAR 2025-2026, A LIEN DUE AND PAYABLE.

2. TAXES FOR THE FISCAL YEAR 2024-2025 WHICH ARE ASSESSED BY THE STATE OF CALIFORNIA THROUGH THE STATE BOARD OF EQUALIZATION AND CARRIED ON THE COUNTY PUBLIC UTILITY ROLL, NO EXAMNATION OF THIS ROLL HAS BEEN MADE.

3. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.

4. RIGHTS OF THE PUBLIC,THE COUNTIES OF LASSEN AND PLUMAS, AND OF THE STATE OF CALIFORNIA AS TO THAT PORTION OF THE HEREIN DESCRIBED PROPERTY LYING WITHIN ANY PUBLIC STREET, ROAD OR HIGHWAY.

5. RIGHTS OF THE PUBLIC, THE STATE OF CALIFORNIA, OR ANY POLITICAL SUBDIVISION THEREOF, OR OF THE UNITED STATES OF AMERICA IN OR TO ANY PORTION OF THE LAND LYING BELOW THE HIGH WATER LINE OF THE ANY CREEK OR RIVER AS IT EXISTS NOW OR AS IT HAS EXISTED IN THE STATE OF NATURE.

6. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT: (A) SOME PORTION OF SAID LAND HAS BEEN CREATED BY ARTIFICIAL MEANS, OR HAS ACCRETED TO SUCH PORTION SO CREATED. (B) SOME PORTION OF SAID LAND HAS BEEN BROUGHT WITHIN THE BOUNDARIES THEREOF BY AN AVULSIVE MOVEMENT OF ANY CREEK OR RIVER, OR HAS BEEN FORMED BY ACCRETION TO ANY SUCH PORTION.

7. RIGHTS AND EASEMENTS, INCLUDING BUT NOT LIMITED TO, RECREATION, NAVIGATION AND FISHERIES, WHICH MAY EXIST OVER THAT PORTION OF SAID LAND LYING BENEATH THE WATERS OF ANY CREEK OR RIVER.

8. AN EASEMENT OVER SAID LAND FOR HIGHWAY PURPOSES AND INCIDENTAL PURPOSES, AS GRANTED TO COUNTY OF PLUMAS, IN INSTRUMENT RECORDED JUNE 05, 1939, IN BOOK 74, PAGE 71, OFFICIAL RECORDS OF PLUMAS COUNTY.

   NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

9. AN EASEMENT OVER SAID LAND FOR THE TRANSMISSION OF ELECTRICITY AND FOR TELEPHONE AND TELEGRAPH PUROSES AND INCIDENTAL PURPOSES, AS GRANTED TO CALIFORNIA-PACIFIC UTILITIES COMPANY, IN DEED RECORDED JULY 24, 1939, IN BOOK 37 OF DEEDS PAGE 498, LASSEN COUNTY RECORDS
   PGE# NONE SHOWN

   NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

   INDEFINATE AS TO EXACT LOCATION

   REFER TO SAID DOCUMENT FOR FULL PARTICULARS

10. AN EASEMENT OVER SAID LAND FOR MOONLIGHT ROAD, PUMPING PLANTS, PIPELINES AND FACILITIES, TWO ROADWAYS AT REASONABLE WIDTH ACROSS THE BED AND BANKS OF "HAMILTON BRANCH CREEK", A

ROADWAY OF REASONABLE WIDTH IN LINE WITH THE ROAD CROSSING HAMILTON BRANCH CREEK OPPOSITE CLEAR CREEK JUNCTION SUBSTATION OR AT SUCH OTHER LOCATION AS MAY BE SELECTED AND RIGHTS TO TAKE AND STORE WATER AND INCIDENTAL PURPOSES, AS GRANTED TO THE RED RIVER LUMBER COMPANY, IN DEED RECORDED JANUARY 02, 1946, IN BOOK 83 OF DEEDS PAGE 154, PLUMAS COUNTY RECORDS AND RECORDED DECEMBER 31, 1945, IN BOOK 33 OF OFFICIAL RECORDS PAGE 567 LASSEN COUNTY RECORDS.
PGE# NONE SHOWN

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

INDEFINATE AS TO EXACT LOCATION

REFER TO DOCUMENT FOR FULL PARTICULARS

11. THE EFFECT OF THE FOLLOWING EASEMENT, WHEREIN PG&E DID NOT JOIN IN THE CONVEYANCE:

AN EASEMENT OVER SAID LAND FOR PUBLIC HIGHWAY AND INCIDENTAL PURPOSES, AS GRANTED TO THE COUNTY OF PLUMAS, IN THE INSTRUMENT RECORDED JULY 16, 1946, IN BOOK 84 OF DEEDS, PAGE 259.

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

NO REPRESENTATATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

12. THE EFFECT OF THE FOLLOWING EASEMENT, WHEREIN PG&E DID NOT JOIN IN THE CONVEYANCE:

AN EASEMENT OVER SAID LAND FOR COMMUNICATION FACILITIES AND INCIDENTIAL PURPOSES, AS GRANTED TO CALIFORNIA PACIFIC UTILITIES, A CORPORATION, IN DEED RECORDED MARCH 16, 1962, IN BOOK 155, PAGE 263, OFFICIAL RECORDS.

REFERENCE IS HEREBY MADE TO SAID DOCUMENT FOR FULL PARTICULARS.

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

13. AN EASEMENT OVER SAID LAND TO CONSTRUCT, RECONSTRUCT, MAINTAIN AND USE A HIGHWAY AND INCIDENTAL PURPOSES, AS GRANTED TO STATE OF CALIFORNIA, IN DEED RECORDED SEPTEMBER 21, 1999, IN BOOK 787 PAGE 297, OFFICIAL RECORDS.

AFFECTS: PARCEL ONE
LD#2128-08-0528

NO REPRESENTATION IS MADE AS TO THE CURRENT OWNERSHIP OF SAID EASEMENT.

14. THE EFFECT OF THE FOLLOWING DEED, WHEREIN PG&E DID NOT JOIN IN THE CONVEYANCE:

THE DEED TO THE STATE OF CALIFORNIA RECORDED DECEMBER 22, 2014, AS DOCUMENT NO. 2014-0008234, OFFICIAL RECORDS.

15. THE TERMS, CONDITIONS AND STIPULATIONS AS CONTAINED IN THE FEDERAL ENERGY REGULATORY COMMISSION FERC NO. 2105.

16. TERMS, CONDITIONS AND PROVISIONS AS CONTAINED IN THAT CERTAIN DEED OF CONSERVATION EASEMENT AND AGREEMENT (MOUNTAIN MEADOWS PLANNING UNIT) BETWEEN PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION AS GRANTOR AND FEATHER RIVER LAND TRUST, A CALIFORNIA NON-PROFIT PUBLIC

BENEFIT CORPORATION AS GRANTEE RECORDED AUGUST 16, 2018 AS INSTRUMENT NO. 2018-0004255, OFFICIAL RECORDS OF PLUMAS COUNTY AND RECORDED AUGUST 17, 2018 AS INSTRUMENT NO. 2018-03236, OFFICIAL RECORDS OF LASSEN COUNTY.

17. MORTGAGE TO SECURE AN INDEBTEDNESS AND ANY OTHER OBLIGATIONS SECURED THEREBY IN THE AMOUNT OF NONE SHOWN, DATED JUNE 19, 2020, RECORDED JULY 8, 2020 AS INSTRUMENT NO. 2020-02654, OFFICIAL RECORDS OF LASSEN COUNTY.

MORTGAGOR: PACIFIC GAS AND ELECTRIC COMPANY
MORTGAGEE: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

UNRECORDED SUPPLEMENTAL FIRST MORTGAGE INDENTURES AS DISCLOSED BY MEMORANDUM OF SUPPLEMENTAL FIRST MORTGAGE INDENTURES RECORDED AUGUST 20, 2020 AS INSTRUMENT NO. 2020-03389, OFFICIAL RECORDS OF LASSEN COUNTY.

SEVENTH SUPPLEMENTAL INDENTURE RECORDED FEBRUARY 25, 2021 AS INSTRUMENT NO. 2021-00982 OFFICIAL RECORDS OF LASSEN COUNTY AND ANY PRIOR SUPPLEMENTAL INDENTURES AS DISCLOSED THEREBY.

UNRECORDED EIGHTH SUPPLEMENTAL INDENTURES AS DISCLOSED BY MEMORANDUM OF SUPPLEMENTAL FIRST MORTGAGE INDENTURE RECORDED JUNE 18, 2021 AS INSTRUMENT NO. 2021-03286, OFFICIAL RECORDS OF LASSEN COUNTY.

UNRECORDED NINTH AND TENTH SUPPLEMENTAL INDENTURES DATED JUNE 3, 2021 AND JUNE 22, 2021 AS DISCLOSED BY MEMORANDUM OF SUPPLEMENTAL FIRST INDENTURES RECORDED SEPTEMBER 13, 2021 AS INSTRUMENT NO. 2021-04857 OFFICIAL RECORDS OF LASSEN COUNTY.

UNRECORDED ELEVENTH AND TWELFTH SUPPLEMENTAL INDENTURES DATED OCTOBER 28, 2021 AND NOVEMBER 15, 2021 AS DISCLOSED BY MEMORANDUM OF SUPPLEMENTAL FIRST MORTGAGE INDENTURES RECORDED JANUARY 24, 2022 AS INSTRUMENT NO. 2022-00332 OFFICIAL RECORDS.

UNRECORDED THIRTEENTH, FOURTEENTH AND FIFTEENTH SUPPLEMENTAL INDENTURES DATED FEBRUARY 18, 2022, APRIL 4, 2022, AND APRIL 20, 2022 AS DISCLOSED BY MEMORANDUM OF SUPPLEMENTAL FIRST MORTGAGE INDENTURES RECORDED MAY 20, 2022 AS INSTRUMENT NO. 2022-02323 OFFICIAL RECORDS.

SIXTEENTH SUPPLEMENTAL INDENTURE RECORDED AUGUST 9, 2022 AS INSTRUMENT NO. 2022-03518 OFFICIAL RECORDS.

UNRECORDED SEVENTEENTH SUPPLEMENTAL INDENTURE DATED OCTOBER 4, 2022, AS DISCLOSED BY MEMORANDUM OF SUPPLEMENTAL FIRST MORTGAGE INDENTURES RECORDED NOVEMBER 21, 2022 AS INSTRUMENT NO. 2022-04959, OFFICIAL RECORDS.

UNRECORDED EIGHTEENTH SUPPLEMENTAL INDENTURE DATED JANUARY 6, 2023, AS DISCLOSED BY MEMORANDUM OF SUPPLEMENTAL FIRST MORTGAGE INDENTURES RECORDED MARCH 15, 2023 AS INSTRUMENT NO. 2023-00661, OFFICIAL RECORDS.

NINETEENTH SUPPLEMENTAL INDENTURE RECORDED JUNE 6, 2023 AS INSTRUMENT NO. 2023-01576, OFFICIAL RECORDS.

TWENTIETH SUPPLEMENTAL INDENTURE RECORDED AUGUST 21, 2023 AS INSTRUMENT NO. 2023-02503, OFFICIAL RECORDS.

UNRECORDED TWENTY-FIRST, TWENTY-SECOND AND TWENTY-THIRD SUPPLEMENTAL INDENTURE DATED

NOVEMBER 8, 2023, NOVEMBER 15, 2023, AND DECEMBER 21, 2023, AS DISCLOSED BY MEMORANDUM OF SUPPLEMENTAL FIRST MORTGAGE INDENTURES RECORDED JANUARY 23, 2024 AS INSTRUMENT NO. 2024-00162, OFFICIAL RECORDS.

TWENTY-FOURTH SUPPLEMENTAL INDENTURE RECORDED MAY 7, 2024 AS INSTRUMENT NO. 2024-01261, OFFICIAL RECORDS.

TWENTY-FIFTH SUPPLEMENTAL INDENTURE RECORDED DECEMBER 9, 2024 AS INSTRUMENT NO. 2024-03700, OFFICIAL RECORDS.

TWENTY-SIXTH SUPPLEMENTAL INDENTURE RECORDED FEBRUARY 5, 2025 AS INSTRUMENT NO. 2025-00333, OFFICIAL RECORDS.

UNRECORDED TWENTY-SEVENTH, AND TWENTY-EIGHTH SUPPLEMENTAL INDENTURE DATED FEBRUARY 20, 2025 AND FEBRUARY 26, 2025, AS DISCLOSED BY MEMORANDUM OF SUPPLEMENTAL FIRST MORTGAGE INDENTURES RECORDED APRIL 21, 2025 AS INSTRUMENT NO. 2025-01082, OFFICIAL RECORDS.

AFFECTS LASSEN COUNTY ONLY

18. ANY CLAIM BASED ON THE ENCROACHMENT OF THE POWER PLANT OVER THE 4500 FOOT CONTOUR LINE.

19. VESTEE BEING A PUBLIC UTILITY IS SUBJECT TO THE JURISDICTION OF THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA AND MAY BE SUBJECT TO THE INTERSTATE COMMERCE.

EXHIBIT G

*** DISCLOSURE OF DISCOUNTS ***

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title Company and the property is your primary residence; or
2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

*** LENDER'S NOTE ***

In accordance with Executive Order 13224, and the USA Patriot Act, **PLACER TITLE COMPANY** compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

*** BUYER'S NOTE ***

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.

2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.

3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.

4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.

5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

CLTA PRELIMINARY REPORT FORM

Attachment One (Rev 06-05-14)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I (continued)

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a) building; b) zoning; c) land use; d) improvements on the Land; e) land division; and f) environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c) that result in no loss to You; or d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b) in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or $2,500.00 (whichever is less)	$10,000.00
Covered Risk 18:	1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 19:	1% of Policy Amount or $5,000.00 (whichever is less)	$25,000.00
Covered Risk 21:	1% of Policy Amount or $2,500.00 (whichever is less)	$5,000.00

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

EXCLUSIONS FROM COVERAGE (continued)

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

EXCLUSIONS FROM COVERAGE (continued)

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

EXHIBIT G

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

EXHIBIT G

NOTICE

FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445), Revised by the Path Act of 2015, These changes may be reviewed in full in H.R. 2029, now known as Public Law 114-113. See Section 324 of the law for the full text of FIRPTA changes. Effective February 27, 2016, the amendments to FIRPTA contained in the PATH Act have increased the holdback rate from 10% of gross proceeds to 15% of gross proceeds of the sale, regardless of whether the actual tax due may exceed (or be less than) the amount withheld if ANY of the following conditions are met:

1. If the amount realized (generally the sales price) is $300,000 or less, and the property will be used by the Transferee as a residence (as provided for in the current regulations), no monies need be withheld or remitted to the IRS.

2. If the amount realized exceeds $300,000 but does not exceed $1,000,000, and the property will be used by the Transferee as a residence, (as provided for in the current regulations) then the withholding rate is 10% on the full amount realized (generally the sales prices)

3. If the amount realized exceeds $1,000,000, then the withholding rate is 15% on the entire amount, regardless of use by the Transferee. The exemption for personal use as a residence does not apply in this scenario.
If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445.

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is $25.00 payable to the escrow holder.

CALIFORNIA WITHHOLDING

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars ($500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars ($100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
    a. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
    b. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
    c. The seller has a loss or zero gain for California income tax purposes on this sale; or
    d. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
    e. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
    f. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
    g. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
    h. The seller is a tax-exempt entity under either California or federal law; or
    i. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
    j. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
    k. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
    l. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

EXHIBIT G

NOTICE

DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE

Unless you elect otherwise (as described below), all funds received by (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of $50.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

MLHC

MOTHER LODE HOLDING COMPANY

Placer Title Co., Centric Title and Escrow, Montana Title and Escrow, National Closing Solutions, National Closing Solutions of Alabama, National Closing Solutions of Maryland, North Idaho Title Insurance, Placer Title Insurance Agency of Utah, Premier Reverse Closings, Premier Title Agency, Texas National Title, Washington Title and Escrow, Western Auxiliary Corp., Wyoming Title and Escrow

NOTICE AT COLLECTION AND PRIVACY POLICY

Updated July 1, 2021

We respect your personal information and are committed to protecting it. We are disclosing how Mother Lode Holding Company and its subsidiaries listed above (together referred to as "we," "us," or "our") collect, use, and share your personal information. Sections 1 and 2 constitute our Notice at Collection, Sections 1 – 9 are our Privacy Policy, and Sections 10 – 11 are additional sections of our Privacy Policy that apply only to California residents.

1. Personal Information We Collect

We may collect and over the last 12 months have collected personal information in the following categories: (A) Identity information such as name, postal address, email address, date of birth, social security number, driver's license, passport, signature, physical characteristics or description, telephone number, or other similar information; (B) Financial information (such as bank account information) and insurance information; (C) Records of services or products requested or purchased; (D) Biometric information (thumbprints obtained by notaries); (E) Internet or other electronic network activity information, such as online identifier, Internet Protocol address, and information relating to interaction with our Internet websites and mobile applications; (F) Audio (voice messages), electronic, or similar information; (G) Professional or employment-related information; (H) Education information; (I) Characteristics of protected classifications such as marital status; (J) Geolocation information (with consent when using our mobile applications); and (K) information relating to pandemics, including medical, health, and travel information.

2. Purposes

We collect the above information, and have collected it in the last 12 months, for the following purposes: Our operational purposes, including providing escrow and title services, fulfilling a transaction, verifying customer information, and providing and improving customer service (categories A-K); Detecting, protecting against, and reporting malicious, deceptive, fraudulent, or illegal activity (A-I); Providing and improving Websites, and debugging to find and repair errors (A, C E, F, J); Auditing and complying with legal and other similar requirements (A-I); and to reduce the risk of spreading infectious diseases and to protect our employees and guests (K).

3. Sources, Sharing

The sources from which the information is and was collected include: the consumer or their authorized representative (A-J); government entities, service providers, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents (A-D, F-I); and our internet websites and mobile applications (A-C, E-J). The categories of third parties with whom we share and have shared personal information include: a consumer's authorized representative (A-I); government entities, service providers and consultants, financial institutions, our affiliates, real estate settlement service providers, real estate brokers and agents, abstractors (A-I); notaries public (K); and data analytics and internet service providers (E, F, J). We may also disclose your information as part of a business transaction, such as a merger, sale, reorganization or acquisition (A-J).

4. Cookies and similar technologies

We use "cookies" and similar technologies when you access our websites or mobile applications. A "cookie" is a piece of information that our website sends to your browser, which then stores this information on your system. If a cookie is used, our website will be able to "remember" information about you and your preferences either until you exit your current browser window (if the cookie is temporary) or until you disable or delete the cookie. Many users prefer to use cookies in order to help them navigate a website as seamlessly as possible.

We use "cookies" in the following situations. The first situation is with respect to temporary cookies. If you are accessing our services through one of our online applications our server may automatically send your browser a temporary cookie, which is used to help your browser navigate our site. The only information contained in these temporary cookies is a direction value that lets our software determine which page to show when you hit the back button in your browser. This bit of information is erased when you close your current browser window. The second situation in which we may use cookies is with respect to permanent cookies. This type of cookie remains on your system, although you can always delete or disable it through your browser preferences. There are two instances in which we use a permanent cookie. First, when you visit our website and request documentation or a response from us. When you are filling out a form, you may be given the option of having our website deliver a cookie to your local hard drive. You might choose to receive this type of cookie in order to save time in filling out forms and/or revisiting our website. We only send this type of cookie to your browser when you have clicked on the box labeled "Please remember my profile information" when submitting information or communicating with us. The second instance where we use a permanent cookie is where we track traffic patterns on our site. Analysis of the collected information allows us to improve our website and the user experience. In both instances of a persistent cookie, if you choose not to accept the cookie, you will still be able to use our website. Even if you choose to receive this type of cookie, you can set your browser to notify you when you receive any cookie, giving you the chance to decide whether to accept or reject it each time one is sent.

5. Links to Other Websites and Do Not Track

Our website may contain links to third party websites, which are provided and maintained by the third party. Third party websites are not subject to this notice or privacy policy. Currently, we do not recognize "do not track" requests from Internet browsers or similar devices.

6. Sale

We don't sell personal information about consumers and haven't sold information about consumers in the last 12 months.

7. Minors

We don't collect information from minors under the age of 18.

8. Safeguards

We restrict access to the information we collect to individuals and entities who need to know the information to provide services as set forth above. We also maintain physical, electronic and procedural safeguards to protect information, including data encryption.

9. Access and Changes

This notice and policy can be accessed https://www.mlhc.com/privacy-policy. Disabled consumers may access this notice in an alternative format by contacting MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661, or calling our toll free number at 1-877-626-0668, or emailing privacy@mlhc.com. This notice and policy will change from time to time. All changes will be provided at https://www.mlhc.com/privacy-policy and furnished through an appropriate method such as electronically, by mail, or in person. The effective date will be stated on the notice and policy.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

CALIFORNIA SUPPLEMENT - THE REMAINDER OF THIS POLICY APPLIES ONLY TO CALIFORNIA RESIDENTS

10. Requests Under the California Consumer Privacy Act ("CCPA")

California residents have the right to make a "request to know" (1) the specific pieces of personal information we have collected about them; (2) categories of personal information we have collected; (3) categories of sources from which the personal information was collected; (4) categories of personal information we disclosed for a business purpose; (5) purpose for collecting the information; and (6) categories of third parties with whom we shared personal information. California residents have the right to request that we deliver to them their personal information free of charge. California residents have the right to make a "request to delete" from our records of their personal information that we have collected, subject to legal limitations. We do not discriminate against consumers for exercising rights under the CCPA or other laws.

11. How to Make a Request under the California Consumer Privacy Act

To make a CCPA "request to know," a "request to delete," or any other request under the CCPA, a California consumer may (1) submit a request to privacy@mlhc.com; (2) call us toll-free at 1-877-626-0668; or (3) send a written request to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661. Please note that you must verify your identity before we take further action. To verify your identity, we will try to use information you have already provided. We may also need additional information. Consistent with California law, you may designate an authorized agent to make a request on your behalf. To do this, you must provide a valid power of attorney, the requester's valid government issued identification, and the authorized agent's valid government issued identification. California residents may "opt out" of the sale of their personal information. However, we do not sell your personal information and therefore we do not offer an "opt out."

Upon receipt of a verified consumer request, we will respond by giving you the information requested for the 12-month period before our receipt of your verified consumer request at no cost to you, or deleting the information and notifying any service providers to delete it, subject to legal limitations. If we have a valid reason to retain personal information or are otherwise unable to comply with a request, we will tell you. For example, the law may not require us or allow us to delete certain information collected. In addition, personal information we collect pursuant to the federal Gramm-Leach-Bliley Act is exempt from most of the provisions of the CCPA.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

EXHIBIT G

GRAMM-LEACH-BLILEY ACT PRIVACY POLICY NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) requires financial companies to provide you with a notice of their privacy policies and practices, such as the types of nonpublic personal information that they collect about you and the categories of persons or entities to whom it may be disclosed. In compliance with the Gramm-Leach-Bliley-Act, we are notifying you of the privacy policies and practices of:

Mother Lode Holding Co.
Montana Title and Escrow Co.
National Closing Solutions, Inc.
National Closing Solutions of Alabama
National Closing Solutions of Maryland
Premier Reverse Closings
Centric Title and Escrow
Placer Title Co.
Placer Title Insurance Agency of Utah
Premier Title Agency
North Idaho Title Insurance Co.
Texas National Title
Western Auxiliary Corp.
Wyoming Title and Escrow Co.

The types of personal information we collect and share depend on the transaction involved. This information may include:

- Identity information such as Social Security number and driver's license information.
- Financial information such as mortgage loan account balances, checking account information and wire transfer instructions
- Information from others involved in your transaction such as documents received from your lender

We collect this information from you, such as on an application or other forms, from our files, and from our affiliates or others involved in your transaction, such as the real estate agent or lender.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to non-affiliates as permitted by law for our everyday business purposes, such as to process your transactions and respond to legal and regulatory matters. We do not sell your personal information or share it for marketing purposes.

We do not share any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Questions about this notice and privacy policy may be sent to MLHC Counsel, Legal Dept., 1508 Eureka Rd., #130, Roseville, CA 95661 or privacy@mlhc.com.

STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. *Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company*	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you – For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you ■ request insurance-related services ■ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: ***If you have any questions about this privacy notice, please contact us at:*** **Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056**

Effective Date: January 1, 2020

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	**Examples**	**Collected?**
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep,	YES

	health, or exercise data.	
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.

- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Biometric Information
Category F: Internet or other similar network activity
Category G: Geolocation data
Category H: Sensory data
Category I: Professional or employment-related information
Category J: Non-public education information
Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting http://stewart.com/ccpa

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: http://stewart.com/ccpa

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation

Attn: Mary Thomas, Deputy Chief Compliance Officer

1360 Post Oak Blvd., Ste. 100, MC #14-1

Houston, TX 77056

EXHIBIT H

Exhibit H

SMALL GENERATOR INTERCONNECTION AGREEMENT (SGIA)[1]

(For Generating Facilities No Larger Than 20 MW)

BETWEEN

PACIFIC GAS AND ELECTRIC COMPANY

AND

HAMILTON BRANCH HYDRO, LLC

For Project:

Hamilton Branch Powerhouse

Westwood, CA, 96137
Lassen County

[1] To be executed as part of closing of the transaction, and minor updates made as necessary.

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Attachment 2 – Description and Costs of the Small Generating Facility, Interconnection Facilities, and Metering Equipment

Attachment 3 – One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

Attachment 4 – Milestones

Attachment 5 – Additional Operating Requirements for the Distribution Provider's Distribution and Transmission Systems and Affected Systems Needed to Support the Interconnection Customer's Needs

Attachment 6 – Distribution Provider's Description of its Upgrades and Best Estimate of Upgrade Costs

This Interconnection Agreement ("Agreement") is made and entered into this _____ day of _____, 20__ by **PACIFIC GAS AND ELECTRIC COMPANY** ("Distribution Provider"), and **HAMILTON BRANCH HYDRO, LLC** ("Interconnection Customer"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

Distribution Provider Information

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
300 Lakeside Drive
Oakland, CA 94612-3534
Email: EGIContractMgmt@pge.com

Interconnection Customer Information

Company Name: **HAMILTON BRANCH HYDRO, LLC**
Attention: Wayne Rogers
191 Main Street
Annapolis, MD 21401
Phone: 410.268.8820
Email: wrogers@synergics.com

Interconnection Customer Application No: **PG&E Project ID # N/A, Queue # N/A.** In consideration of the mutual covenants set forth herein, the Parties agree as follows:

Article 1. Scope and Limitations of Agreement

1.1 This Agreement shall be used for all Small Generating Facility Interconnection Requests submitted under the Small Generator Interconnection Procedures (SGIP) or Generator Interconnection Procedures (GIP) except for those submitted under the 10 kW Inverter Process contained in SGIP Attachment 5.

1.2 This Agreement governs the terms and conditions under which the Interconnection Customer's Small Generating Facility will interconnect with, and operate in parallel with, the Distribution Provider's Distribution System.

1.3 This Agreement does not constitute an agreement to purchase or deliver the Interconnection Customer's power. The purchase or delivery of power and other services that the Interconnection Customer may require will be covered under separate agreements. The Interconnection Customer will be responsible for separately making all necessary arrangements (including scheduling) for delivery of electricity.

1.4 Nothing in this Agreement is intended to affect any other agreement between the Distribution Provider and the Interconnection Customer.

1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility

Practice.

1.5.2 The Interconnection Customer shall construct, interconnect, operate and maintain its Small Generating Facility and construct, operate, and maintain its Interconnection Facilities in accordance with the applicable manufacturer's recommended maintenance schedule, in accordance with this Agreement, and with Good Utility Practice.

1.5.3 The Distribution Provider shall construct, operate, and maintain its Distribution System, Transmission System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.

1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to design, install, maintain, and operate its Small Generating Facility so as to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Distribution Provider or Affected Systems. The Interconnection Customer shall comply with the Distribution Provider's Interconnection Handbook. In the event of a conflict between the terms of this SGIA and the terms of the Distribution Provider's Interconnection Handbook, the terms in this SGIA shall govern.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Distribution Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Distribution Provider's Distribution and Transmission Systems, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6 The Distribution Provider shall coordinate with all Affected Systems to support the interconnection.

1.5.7 The Interconnection Customer shall ensure "frequency ride through" capability and "voltage ride through" capability of its Small Generating Facility in accordance with the standards and requirements described in the PG&E Transmission Interconnection Handbook (TIH) and the Distribution Interconnection Handbook (DIH). The Interconnection Customer shall enable these capabilities such that its Small Generating Facility shall not disconnect automatically or instantaneously from the system or equipment of the Distribution Provider and any Affected Systems for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to Article 2.1 of this Agreement. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines

that are applied to other generating facilities in the Balancing Authority Area on a comparable basis. The Small Generating Facility's protective equipment settings shall comply with the Distribution Provider's automatic load-shed program. The Distribution Provider shall review the protective equipment settings to confirm compliance with the automatic load-shed program. The term "ride through" as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Distribution Provider and any Affected Systems during system disturbances within a range of conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority on a comparable basis. The term "frequency ride through" as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Distribution Provider and any Affected Systems during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis. The term "voltage ride through" as used herein shall mean the ability of a Small Generating Facility to stay connected to and synchronized with the system or equipment of the Distribution Provider and any Affected Systems during system disturbances within a range of under-voltage and over-voltage conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis.

1.6 Parallel Operation Obligations

Once the Small Generating Facility has been authorized by the Distribution Provider to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Small Generating Facility in the applicable control area, including, but not limited to; 1) the rules and procedures concerning the operation of generation set forth in the Tariff or by the applicable system operator(s) for the Distribution Provider's Distribution and Transmission Systems and; 2) the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 Metering

The Interconnection Customer shall be responsible for the Distribution Provider's reasonable and necessary cost for the purchase, installation, operation, maintenance, testing, repair, and replacement of metering and data acquisition equipment specified in Attachments 2 and 3 of this Agreement. The Interconnection Customer's metering (and data acquisition, as required) equipment shall conform to applicable industry rules and Operating Requirements.

1.8 Reactive Power

1.8.1 Power Factor Design Criteria

1.8.1.1 Synchronous Generation The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the Point of Interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Distribution Provider has established different requirements that apply to all similarly situated synchronous generators in the control area on a comparable basis.

1.8.1.2 Non-Synchronous Generation The Interconnection Customer shall design its Small Generating Facility to maintain a composite power delivery at continuous rated power output at the high-side of the generator substation at a power factor within the range of 0.95 leading to 0.95 lagging, unless the Distribution Provider has established a different power factor range that applies to all similarly situated non-synchronous generators in the control area on a comparable basis. This power factor range standard shall be dynamic and can be met using, for example, power electronics designed to supply this level of reactive capability (taking into account any limitations due to voltage level, real power output, etc.) or fixed and switched capacitors, or a combination of the two. This requirement shall only apply to newly interconnecting nonsynchronous generators that have not yet executed a Facilities Study Agreement as of the effective date of the Final Rule establishing this requirement (Order No. 827).

1.8.2 This Section deleted in FERC Docket No. ER13-494-000.

1.8.3 This Section deleted in FERC Docket No. ER13-494-000.

1.8.4 Primary Frequency Response.

Interconnection Customer shall ensure the primary frequency response capability of its Small Generating Facility by installing, maintaining, and operating a functioning governor or equivalent controls. The term “functioning governor or equivalent controls” as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Small Generating Facility’s real power output in accordance with the droop and deadband parameters and in the direction needed to correct frequency deviations. Interconnection Customer is required to install a governor or equivalent controls with the capability of operating: (1) with a maximum 5 percent droop and ±0.036 Hz deadband; or (2) in accordance with the relevant droop, deadband, and timely and sustained response settings from an approved NERC Reliability Standard providing for equivalent or more stringent parameters. The droop characteristic shall be: (1) based on the nameplate capacity of the Small Generating Facility, and shall be linear in the range of frequencies between 59 to 61 Hz that are outside of the deadband parameter; or (2) based an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. The deadband parameter shall be: the range of frequencies above and below nominal (60 Hz) in which the governor or equivalent controls is not expected to adjust the Small Generating Facility’s real power output in response to frequency deviations. The deadband shall be implemented: (1) without a step to the droop curve, that is, once the frequency deviation exceeds the deadband parameter, the expected change in the Small Generating Facility’s real power output in response to frequency deviations shall start from zero and then increase (for under-frequency deviations) or decrease (for over-frequency deviations) linearly in proportion to the magnitude of the frequency deviation; or (2) in accordance with an approved NERC Reliability Standard providing for an equivalent or more stringent parameter. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the

Small Generating Facility has been tested and confirmed during commissioning. Once Interconnection Customer has synchronized the Small Generating Facility with the Transmission System, Interconnection Customer shall operate the Small Generating Facility consistent with the provisions specified in Sections 1.8.4.1 and 1.8.4.2 of this Agreement. The primary frequency response requirements contained herein shall apply to both synchronous and non-synchronous Small Generating Facilities.

1.8.4.1 Governor or Equivalent Controls. Whenever the Small Generating Facility is operated in parallel with the Transmission System, Interconnection Customer shall operate the Small Generating Facility with its governor or equivalent controls in service and responsive to frequency. Interconnection Customer shall: (1) in coordination with Transmission Provider and/or the relevant balancing authority, set the deadband parameter to: (1) a maximum of ±0.036 Hz and set the droop parameter to a maximum of 5 percent; or (2) implement the relevant droop and deadband settings from an approved NERC Reliability Standard that provides for equivalent or more stringent parameters. Interconnection Customer shall be required to provide the status and settings of the governor or equivalent controls to Transmission Provider and/or the relevant balancing authority upon request. If Interconnection Customer needs to operate the Small Generating Facility with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider and the relevant balancing authority, and provide both with the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to return its governor or equivalent controls into service as soon as practicable. Interconnection Customer shall make Reasonable Efforts to keep outages of the Small Generating Facility's governor or equivalent controls to a minimum whenever the Small Generating Facility is operated in parallel with the Transmission System.

1.8.4.2 Timely and Sustained Response. Interconnection Customer shall ensure that the Small Generating Facility's real power response to sustained frequency deviations outside of the deadband setting is automatically provided and shall begin immediately after frequency deviates outside of the deadband, and to the extent the Small Generating Facility has operating capability in the direction needed to correct the frequency deviation. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Small Generating Facility shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the

governor or equivalent controls. A Commission-approved Reliability Standard with equivalent or more stringent requirements shall supersede the above requirements.

1.8.4.3 Exemptions. Small Generating Facilities that are regulated by the United States Nuclear Regulatory Commission shall be exempt from Sections 1.8.4, 1.8.4.1, and 1.8.4.2 of this Agreement. Small Generating Facilities that are behind the meter generation that is sized-to-load (i.e., the thermal load and the generation are near-balanced in real-time operation and the generation is primarily controlled to maintain the unique thermal, chemical, or mechanical output necessary for the operating requirements of its host facility) shall be required to install primary frequency response capability in accordance with the droop and deadband capability requirements specified in Section 1.8.4, but shall be otherwise exempt from the operating requirements in Sections 1.8.4, 1.8.4.1, 1.8.4.2, and 1.8.4.4 of this Agreement.

1.8.4.4 Electric Storage Resources. Interconnection Customer interconnecting an electric storage resource shall establish an operating range in Attachment 5 of its SGIA that specifies a minimum state of charge and a maximum state of charge between which the electric storage resource will be required to provide primary frequency response consistent with the conditions set forth in Sections 1.8.4, 1.8.4.1, 1.8.4.2 and 1.8.4.3 of this Agreement. Attachment 5 shall specify whether the operating range is static or dynamic, and shall consider: (1) the expected magnitude of frequency deviations in the interconnection; (2) the expected duration that system frequency will remain outside of the deadband parameter in the interconnection; (3) the expected incidence of frequency deviations outside of the deadband parameter in the interconnection; (4) the physical capabilities of the electric storage resource; (5) operational limitations of the electric storage resource due to manufacturer specifications; and (6) any other relevant factors agreed to by Transmission Provider and Interconnection Customer, and in consultation with the relevant transmission owner or balancing authority as appropriate. If the operating range is dynamic, then Attachment 5 must establish how frequently the operating range will be reevaluated and the factors that may be considered during its reevaluation.

Interconnection Customer's electric storage resource is required to provide timely and sustained primary frequency response consistent with Section 1.8.4.2 of this Agreement when it is online and dispatched to inject electricity to the Transmission System and/or receive electricity from the Transmission System. This excludes circumstances when the electric storage resource is not dispatched to inject electricity to the Transmission System and/or dispatched to receive electricity from the Transmission System. If Interconnection Customer's electric storage resource is charging at the time of a frequency deviation outside of its deadband parameter, it is to increase (for over-frequency deviations) or decrease (for under-frequency deviations) the rate at which it is charging in accordance with its droop parameter. Interconnection Customer's electric storage resource is not required to change from

charging to discharging, or vice versa, unless the response necessitated by the droop and deadband settings requires it to do so and it is technically capable of making such a transition.

1.9 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

2.1.1 The Interconnection Customer shall test and inspect its Small Generating Facility and Interconnection Facilities prior to interconnection. The Interconnection Customer shall notify the Distribution Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur on a Business Day. The Distribution Provider may, at its own expense, send qualified personnel to the Small Generating Facility site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Distribution Provider a written test report when such testing and inspection is completed.

2.1.2 The Distribution Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Distribution Provider of the safety, durability, suitability, or reliability of the Small Generating Facility or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer or the quality of power produced by the Small Generating Facility.

2.2 Authorization Required Prior to Parallel Operation

2.2.1 The Distribution Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Distribution Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Distribution Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Small Generating Facility in parallel with the Distribution Provider's Distribution System without prior written authorization of the Distribution Provider. The Distribution Provider will provide such authorization once the Distribution Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

2.3.1 Upon reasonable notice, the Distribution Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time the Small Generating Facility first produces energy to inspect the interconnection, and observe the commissioning of the Small Generating Facility (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Distribution Provider at least five Business Days prior to conducting any on-site verification testing of the Small Generating Facility.

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Distribution Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers.

2.3.3 Each Party shall be responsible for its own costs associated with following this article.

Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Effective Date

This Agreement shall become effective upon execution by the Parties subject to acceptance by FERC (if applicable), or if filed unexecuted, upon the date specified by the FERC. The Distribution Provider shall promptly file this Agreement with the FERC upon execution, if required.

3.2 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of 10 years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year period thereafter, unless terminated earlier in accordance with article 3.3 of this Agreement.

3.3 Termination

No termination shall become effective until the Parties have complied with all Applicable Laws and Regulations applicable to such termination, including the filing with FERC of a notice of termination of this Agreement (if required), which notice has been accepted for filing by FERC.

3.3.1 The Interconnection Customer may terminate this Agreement at any time by giving the Distribution Provider 20 Business Days written notice.

3.3.2 Either Party may terminate this Agreement after Default pursuant to article 7.6.

3.3.3 Upon termination of this Agreement, the Small Generating Facility will be disconnected from the Distribution Provider's Distribution System. The termination of this Agreement shall not relieve either Party of its liabilities and

obligations, owed or continuing at the time of the termination.

3.3.4 The provisions of this article shall survive termination or expiration of this Agreement.

3.4 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.4.1 Emergency Conditions -- "Emergency Condition" shall mean a condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Distribution Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Distribution System, the Distribution Provider's Interconnection Facilities any Affected Systems; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Small Generating Facility or the Interconnection Customer's Interconnection Facilities. Under Emergency Conditions, the Distribution Provider may immediately suspend interconnection service and temporarily disconnect the Small Generating Facility. The Distribution Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Small Generating Facility. The Interconnection Customer shall notify the Distribution Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Distribution Provider's Distribution System or other Affected Systems. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.4.2 Routine Maintenance, Construction, and Repair

The Distribution Provider may interrupt interconnection service or curtail the output of the Small Generating Facility and temporarily disconnect the Small Generating Facility from the Distribution Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall provide the Interconnection Customer with five Business Days notice prior to such interruption. The Distribution Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.4.3 Forced Outages

During any forced outage, the Distribution Provider may suspend interconnection service to effect immediate repairs on the Distribution Provider's Distribution System and/or Transmission System. The Distribution Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Distribution Provider shall, upon request, provide the Interconnection Customer written documentation after the fact explaining the circumstances of the disconnection.

3.4.4 Adverse Operating Effects

The Distribution Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Small Generating Facility may cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Small Generating Facility could cause damage to the Distribution Provider's Distribution System or Affected Systems. Supporting documentation used to reach the decision to disconnect shall be provided to the Interconnection Customer upon request. If, after notice, the Interconnection Customer fails to remedy the adverse operating effect within a reasonable time, the Distribution Provider may disconnect the Small Generating Facility. The Distribution Provider shall provide the Interconnection Customer with five Business Day notice of such disconnection, unless the provisions of article 3.4.1 apply.

3.4.5 Modification of the Small Generating Facility

The Interconnection Customer must receive written authorization from the Distribution Provider before making any change to the Small Generating Facility that may have a material impact on the safety or reliability of the Distribution System and/or Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer makes such modification without the Distribution Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Small Generating Facility.

3.4.6 Reconnection

The Parties shall cooperate with each other to restore the Small Generating Facility, Interconnection Facilities, and/or the Distribution Provider's Distribution System or Transmission System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Interconnection Facilities itemized in Attachment 2 of this Agreement. The Distribution Provider shall provide a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer, such other entities, and the Distribution Provider.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Distribution Provider's Interconnection Facilities.

4.2 Distribution Upgrades

The Distribution Provider shall design, procure, construct, install, and own the Distribution Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Distribution Upgrades that are located on land owned by the Interconnection Customer. The actual cost of the Distribution Upgrades, including overheads, as well as costs associated with operating, maintaining, repairing, and replacing Distribution Provider's Distribution Upgrades shall be directly assigned to the Interconnection Customer.

Article 5. Cost Responsibility for Network Upgrades

5.1 Applicability

No portion of this Article 5 shall apply unless the interconnection of the Small Generating Facility requires Network Upgrades.

5.2 Network Upgrades

The Distribution Provider or the Transmission Owner shall design, procure, construct, install, and own the Network Upgrades described in Attachment 6 of this Agreement. If the Distribution Provider and the Interconnection Customer agree, the Interconnection Customer may construct Network Upgrades that are located on land owned by the Interconnection Customer. Unless the Distribution Provider elects to pay for Network Upgrades, the actual cost of the Network Upgrades, including overheads, shall be borne by the Interconnection Customer unless Article 5.2.1 directs otherwise.

5.2.1 Repayment of Amounts Advanced for Network Upgrades

To the extent the CAISO Tariff, Section 12.3.2 of Appendix Y and Section 14.3.2 of Appendix DD, and successor tariffs provides for cash repayment or Congestion Revenue Rights to the Interconnection Customer for contribution to the cost of Network Upgrades, the Interconnection Customer shall be entitled to a cash repayment of Congestion Revenue Rights, equal to the total amount paid to the Distribution Provider and Affected System operator, if any, for Network Upgrades, including any tax gross-up or other tax-related payments associated with the Network Upgrades, and not otherwise refunded to the Interconnection Customer.

Any repayment shall include interest calculated in accordance with the methodology set forth in FERC's regulations at 18 C.F.R. 35.19a(a)(2)(iii) from the date of any payment for Network Upgrades through the date on which the Interconnection Customer receives a repayment of such payment pursuant to this subparagraph. The Interconnection Customer may assign such repayment rights to any person.

5.2.1.1 If the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1, the Interconnection Customer, the Distribution Provider, and Affected System operator may adopt any alternative payment schedule that is mutually agreeable so long as the Distribution Provider and Affected System operator take one of the following actions no later than five years from the Commercial Operation Date: (1) return to the Interconnection Customer any amounts advanced for Network Upgrades not previously repaid, or (2) declare in writing that the

Distribution Provider or Affected System operator(s) will continue to provide payments to the Interconnection Customer on a dollar-for-dollar basis for the non-usage sensitive portion of transmission charges, or develop an alternative schedule that is mutually agreeable and provides for the return of all amounts advanced for Network Upgrades not previously repaid; however, full reimbursement shall not extend beyond twenty (20) years from the commercial operation date.

5.2.1.2 If the Small Generating Facility fails to achieve commercial operation, but it or another generating facility is later constructed and requires use of the Network Upgrades, the Distribution Provider and Affected System operator shall at that time reimburse the Interconnection Customer for the amounts advanced for the Network Upgrades if the Interconnection Customer is entitled to a cash repayment pursuant to Article 5.2.1. Before any such reimbursement can occur, the Interconnection Customer, or the entity that ultimately constructs the generating facility, if different, is responsible for identifying the entity to which reimbursement must be made.

5.3 Special Provisions for Affected Systems

Unless the Distribution Provider provides, under this Agreement, for the repayment of amounts advanced to Affected System operator(s) for Network Upgrades, the Interconnection Customer and Affected System operator shall enter into an agreement that provides for such repayment. The agreement shall specify the terms governing payments to be made by the Interconnection Customer to Affected System operator as well as the repayment by Affected System operator.

5.4 Rights Under Other Agreements

Notwithstanding any other provision of this Agreement, nothing herein shall be construed as relinquishing or foreclosing any rights, including but not limited to firm transmission rights, capacity rights, transmission congestion rights, or transmission credits, that the Interconnection Customer shall be entitled to, now or in the future, under any other agreement or tariff as a result of, or otherwise associated with, the transmission capacity, if any, created by the Network Upgrades, including the right to obtain cash reimbursements or transmission credits for transmission service that is not associated with the Small Generating Facility.

Article 6. Billing, Payment, Milestones, and Financial Security

6.1 Billing and Payment Procedures and Final Accounting

6.1.1 The Distribution Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities and Upgrades contemplated by this Agreement on a monthly basis, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

6.1.2 Within six months of completing the construction and installation of the Distribution Provider's Interconnection Facilities and/or Upgrades described in the Attachments to this Agreement, the Distribution Provider shall provide the

Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities or Upgrades, and (2) the Interconnection Customer's previous aggregate payments to the Distribution Provider for such facilities or Upgrades. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Distribution Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Distribution Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Distribution Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

6.2 Milestones

The Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than an Uncontrollable Force Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless (1) it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

6.3 Financial Security Arrangements

The Interconnection Customer shall provide the Distribution Provider an Interconnection Financial Security by the earliest date of either (i) no later than the financial security posting milestone date negotiated in Attachment 4 of this Agreement, (ii) no later than 180 Calendar Days after the effective date of this agreement, or (iii) at least twenty (20) Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Distribution Provider's Interconnection Facilities and Upgrades. The Interconnection Customer shall provide the Distribution Provider, at the Interconnection Customer's option, a guarantee, letter of credit, escrow agreement or other form of security that is reasonably acceptable to the Distribution Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Distribution Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Distribution Provider under this Agreement during its term. In addition:

6.3.1 The guarantee must be made by an entity that meets the creditworthiness requirements of the Distribution Provider, and contain terms and conditions that guarantee payment of any amount that may be due from the Interconnection Customer, up to an agreed-to maximum amount.

6.3.2 The letter of credit or escrow agreement must be issued by a financial institution or insured reasonably acceptable to the Distribution Provider and must specify a

reasonable expiration date.

6.4 Responsibility for any Outstanding Interconnection Study Costs

The Interconnection Customer must complete payment on all outstanding invoiced interconnection study costs no later than the financial security posting milestone date negotiated in Attachment 4 of this Agreement. Study costs not yet invoiced within thirty (30) Calendar Days of that financial security posting deadline must be paid by the Interconnection Customer within thirty (30) Calendar Days of the date of the invoice once they are invoiced to the Interconnection Customer.

Failure to complete payment on these interconnection study invoices by these deadlines will constitute Default on this Agreement by the Interconnection Customer, subject to the terms of Article 7.6 “Default”.

Article 7. Assignment, Liability, Indemnity, Uncontrollable Force, Consequential Damages, and Default

7.1 Assignment

This Agreement may be assigned by either Party upon fifteen (15) Business Days prior written notice and opportunity to object by the other Party; provided that:

7.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement;

7.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Distribution Provider, for collateral security purposes to aid in providing financing for the Small Generating Facility, provided that the Interconnection Customer will promptly notify the Distribution Provider of any such assignment.

7.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

7.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement.

7.3 Indemnity

7.3.1 This provision protects each Party from liability incurred to third parties as a result of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 7.2.

7.3.2 The Parties shall at all times indemnify, defend, and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

7.3.3 If an indemnified person is entitled to indemnification under this article as a result of a claim by a third party, and the indemnifying Party fails, after notice and reasonable opportunity to proceed under this article, to assume the defense of such claim, such indemnified person may at the expense of the indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.

7.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

7.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

7.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

7.5 Uncontrollable Force

7.5.1 As used in this article, an Uncontrollable Force shall mean "any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the

reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force Event does not include an act of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force."

7.5.2 If an Uncontrollable Force Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Uncontrollable Force Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Uncontrollable Force Event. The notification must specify in reasonable detail the circumstances of the Uncontrollable Force Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Uncontrollable Force Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Uncontrollable Force Event cannot be mitigated by the use of Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

7.6 Default

7.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of an Uncontrollable Force Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 7.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

7.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

Article 8. Insurance

8.1 The Interconnection Customer shall, at its own expense, maintain in force general liability insurance without any exclusion for liabilities related to the interconnection undertaken pursuant to this Agreement. The amount of such insurance shall be sufficient to insure against all reasonably foreseeable direct liabilities given the size and nature of the generating equipment being interconnected, the interconnection itself, and the

characteristics of the system to which the interconnection is made. The Interconnection Customer shall obtain additional insurance only if necessary as a function of owning and operating a generating facility. Such insurance shall be obtained from an insurance provider authorized to do business in the State where the interconnection is located. Certification that such insurance is in effect shall be provided upon request of the Distribution Provider, except that the Interconnection Customer shall show proof of insurance to the Distribution Provider no later than ten Business Days prior to the anticipated commercial operation date. An Interconnection Customer of sufficient credit-worthiness may propose to self-insure for such liabilities, and such a proposal shall not be unreasonably rejected.

8.2 The Distribution Provider agrees to maintain general liability insurance or self-insurance consistent with the Distribution Provider's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Distribution Provider's liabilities undertaken pursuant to this Agreement.

8.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

Article 9. Confidentiality

9.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

9.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

9.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

9.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.

9.3 Notwithstanding anything in this article to the contrary, and pursuant to 18 CFR § 1 b.20, if FERC, during the course of an investigation or otherwise, requests information from one of the Parties that is otherwise required to be maintained in confidence pursuant to this Agreement, the Party shall provide the requested information to FERC, within the

time provided for in the request for information. In providing the information to FERC, the Party may, consistent with 18 CFR § 388.112, request that the information be treated as confidential and non-public by FERC and that the information be withheld from public disclosure. Parties are prohibited from notifying the other Party to this Agreement prior to the release of the Confidential Information to FERC. The Party shall notify the other Party to this Agreement when it is notified by FERC that a request to release Confidential Information has been received by FERC, at which time either of the Parties may respond before such information would be made public, pursuant to 18 CFR § 388.112. Requests from a state regulatory body conducting a confidential investigation shall be treated in a similar manner if consistent with the applicable state rules and regulations.

Article 10. Disputes

10.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.

10.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

10.3 If the dispute has not been resolved within two Business Days after receipt of the Notice, either Party may contact FERC's Dispute Resolution Service (DRS) for assistance in resolving the dispute.

10.4 The DRS will assist the Parties in either resolving their dispute or in selecting an appropriate dispute resolution venue (e.g., mediation, settlement judge, early neutral evaluation, or technical expert) to assist the Parties in resolving their dispute. DRS can be reached at 1-877-337-2237 or via the internet at http://www.ferc.gov/legal/adr.asp.

10.5 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.

10.6 If neither Party elects to seek assistance from the DRS, or if the attempted dispute resolution fails, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

Article 11. Taxes

11.1 The Parties agree to follow all applicable tax laws and regulations, consistent with FERC policy and Internal Revenue Service requirements.

11.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect the Distribution Provider's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

Article 12. Miscellaneous

12.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of California (where the Point of Interconnection is located), without regard to its conflicts of law principles. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

12.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

12.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

12.4 Waiver

12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Distribution Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

12.5 Entire Agreement

This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

12.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

12.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on

behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

12.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

12.9 Security Arrangements

Infrastructure security of electric system equipment and operations and control hardware and software is essential to ensure day-to-day reliability and operational security. FERC expects all transmission providers, market participants, and interconnection customers interconnected to electric systems to comply with the recommendations offered by the President's Critical Infrastructure Protection Board and, eventually, best practice recommendations from the electric reliability authority. All public utilities are expected to meet basic standards for system infrastructure and operational security, including physical, operational, and cyber-security practices.

12.10 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Small Generating Facility or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

12.11 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

12.11.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Distribution Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

12.11.2 The obligations under this article will not be limited in any way by any limitation

of subcontractor's insurance.

12.12 Reservation of Rights

The Distribution Provider shall have the right to make a unilateral filing with FERC to modify this Agreement with respect to any rates, terms and conditions, charges, classifications of service, rule or regulation under section 205 or any other applicable provision of the Federal Power Act and FERC's rules and regulations thereunder, and the Interconnection Customer shall have the right to make a unilateral filing with FERC to modify this Agreement under any applicable provision of the Federal Power Act and FERC's rules and regulations; provided that each Party shall have the right to protest any such filing by the other Party and to participate fully in any proceeding before FERC in which such modifications may be considered. Nothing in this Agreement shall limit the rights of the Parties or of FERC under sections 205 or 206 of the Federal Power Act and FERC's rules and regulations, except to the extent that the Parties otherwise agree as provided herein.

Article 13. Notices

13.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national courier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Company Name: **HAMILTON BRANCH HYDRO, LLC**
Attention: Wayne Rogers
191 Main StreetAnnapolis, MD 21401
Phone: 410.268.8820
Email: wrogers@synergics.com

If to the Distribution Provider:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
300 Lakeside Drive
Oakland, CA 94612-3534
Email: EGIContractMgmt@pge.com

13.2 Billing and Payment

Billings and payments shall be sent to the addresses below:

Interconnection Customer: **HAMILTON BRANCH HYDRO, LLC**

Attention: Joanne Sfakiyanudis

191 Main Street
Annapolis, MD 21401
Phone: 410.268.8820
Email: jsfakiyanudis@synergics.com

Distribution Provider:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
300 Lakeside Drive
Oakland, CA 94612-3534
Email: EGIContractMgmt@pge.com

13.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer: HAMILTON BRANCH HYDRO, LLC
Attention: Wayne Rogers
191 Main Street
Annapolis, MD 21401
Phone: 410.268.8820
Email: wrogers@synergics.com

If to the Distribution Provider:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
300 Lakeside Drive
Oakland, CA 94612-3534
Email: EGIContractMgmt@pge.com

13.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Company Name: **HAMILTON BRANCH HYDRO, LLC**
Attention: Joanne Sfakiyanudis
191 Main Street
Annapolis, MD 21401
Phone: 410.268.8820
Email: jsfakiyanudis@synergics.com

Distribution Provider's Operating Representative:

Rocklin Distribution Control Center
3655 Cincinnati Ave. Rocklin, CA 95766-1202

Work Management Desk (Planned Clearance Requests)
Attention: Burney District (AOR 1 – North Valley Division)
Phone: 844-743-2100

Real Time Operator Desk (Real Time Operational Issues)
Attention: Burney District (AOR 1 – North Valley Division)
Phone: 844-743-3322

13.5 Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

Article 14. Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Distribution Provider: **Pacific Gas and Electric Company**

Signature: _____

Name: Trinity Burruss

Title: Supervisor, EGI Operations

Date: _____

For the Interconnection Customer: **Hamilton Branch Hydro, LLC**

Signature: _____

Name: Wayne Rogers

Title: Managing Member

Date: _____

Attachment 1

Glossary of Terms

Adverse System Impact -- A potential or actual negative effect due to technical or operational limits on conductors or equipment being exceeded that may compromise the safety and reliability of the electric system.

Affected System – An electric system other than the Distribution Provider's Distribution System that may be affected by the proposed interconnection, including but not limited to the Transmission System.

Affected System Operator -- The entity that operates an Affected System.

Affiliate -- With respect to a corporation, partnership or other entity, each such other corporation, partnership or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership or other entity.

Applicable Laws and Regulations -- All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

Applicable Reliability Council -- The reliability council applicable to the Distribution System to which the Generating Facility is directly interconnected.

Applicable Reliability Standards -- The requirements and guidelines of NERC, the Applicable Reliability Council, and the Control Area of the Distribution System to which the Generating Facility is directly interconnected, including the requirements pursuant to Section 215 of the Federal Power Act.

Area Deliverability Constraint -- A transmission system operating limit, that would constrain the deliverability of a substantial number of generators if the CAISO were to assign full capacity or partial capacity deliverability status to additional generating facilities in one or more specified geographic or electrical areas of the CAISO Controlled Grid in a total amount that is greater than the TP Deliverability for those areas. May also be a transmission system operating limit that constrains a quantity of generation in a local area of the grid that is larger than the generation amount identified in the applicable Transmission Planning Process (TPP) portfolio for the entire portfolio area. May also be a transmission system operating limit that constrains all or most of the same generation already constrained by a previously identified Area Deliverability Constraint.

Area Delivery Network Upgrade (ADNU) -- A transmission upgrade or addition identified by the CAISO to relieve an Area Deliverability Constraint.

Base Case – The data including, but not limited to, base power flow, short circuit and stability data bases, underlying load, generation, and transmission facility assumptions, contingency lists, including relevant special protection systems, and transmission diagrams used to perform the Interconnection Studies. The Base Case may include Critical Energy Infrastructure Information (as that term is defined by FERC). The Base Case shall include transmission facilities as approved by the Distribution Provider or CAISO, as applicable, and Distribution Upgrades and Network Upgrades associated with generating facilities in (iv) below and generating facilities that (i) are directly interconnected to the Distribution System or CAISO Grid; (ii) are interconnected to Affected Systems and may have an impact on the Interconnection Request; (iii) have a pending request to interconnect to the Distribution System or an Affected System; or (iv) are not interconnected to the Distribution System or CAISO Grid, but are subject to a fully executed generator interconnection agreement (or its equivalent predecessor agreement) or for which an

unexecuted generator interconnection agreement (or its equivalent predecessor agreement) has been requested to be filed with FERC.

Breach -- The failure of a Party to perform or observe any material term or condition of the GIA.

Breaching Party – A Party that is in Breach of the GIA.

Business Day – Monday through Friday, excluding Federal Holidays and the Friday after Thanksgiving.

Calendar Day -- Any day including Saturday, Sunday or a Federal Holiday.

CAISO – California Independent System Operator Corporation. See also ISO.

Clustering -- The process whereby a group of Interconnection Requests is studied together, instead of serially, for the purpose of conducting the Interconnection System Impact Study.

Commercial Operation -- The status of a Generating Facility that has commenced generating electricity for sale, excluding electricity generated during Trial Operation.

Commercial Operation Date – The date on which an Electric Generating Unit at a Generating Facility has received final written Permission to Operate from the Distribution Provider for operation of the generation facilities in parallel with the utility.

Confidential Information -- Any confidential, proprietary or trade secret information of a plan, specification, pattern, procedure, design, device, list, concept, policy or compilation relating to the present or planned business of a Party, which is designated as confidential by the Party supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise.

Construction Activities -- Actions by the Distribution Provider that result in irrevocable financial commitments for the purchase of major electrical equipment or land for Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer that occur after receipt of all appropriate governmental approvals needed for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Control Area -- An electrical system or systems bounded by interconnection metering and telemetry, capable of controlling generation to maintain its interchange schedule with other Control Areas and contributing to frequency regulation of the interconnection. A Control Area must be certified by an Applicable Reliability Council.

CPUC -- California Public Utilities Commission.

Default – The failure of a breaching Party to cure its Breach under the Small Generator Interconnection Agreement.

Deliverability -- (1) The annual Net Qualifying Capacity of a Generating Facility, as verified through a Deliverability assessment and measured in MW, which specifies the amount of resource adequacy capacity the Generating Facility is eligible to provide. (2) The annual Maximum Import Capability of an intertie, which specifies the amount of resource adequacy capacity, measured in MW, that Load-serving Entities collectively can procure from imports at that intertie to meet their resource adequacy requirements.

Deliverability Assessment -- An evaluation of the On-Peak Deliverability Assessment set forth in GIP Section 5.8.3, and the Off-Peak Deliverability Assessment set forth in GIP Section 5.8.3 to determine if a Generating Facility or a group of Generating Facilities could provide Energy to the CAISO Controlled Grid

and be delivered to the aggregate of Load on the CAISO Controlled Grid at Peak Load, under a variety of severely stressed conditions.

Deliverability Status -- An attribute of a Generating Facility that is requested by an Interconnection Customer for the Generating Facility, assigned by the CAISO to the Generating Facility through the GIP, GIDAP, or other process specified in the CAISO tariff, and that affects the maximum Net Qualifying Capacity to which the Generating Facility could be entitled.

Delivery Network Upgrades -- The transmission facilities at or beyond the point where the Distribution Provider's Distribution System interconnects to the ISO Grid, other than Reliability Network Upgrades, identified in the Interconnection Studies to relieve constraints on the ISO Grid. Delivery Network Upgrades may be further classified as Local Delivery Network Upgrades or Area Delivery Network Upgrades.

Dispute Resolution -- The procedure for resolution of a dispute between the Parties in which they will first attempt to resolve the dispute on an informal basis.

Distribution Owner – The entity that owns, leases, or otherwise possesses an interest in the portion of the Distribution System at the Point of Interconnection and may be a Party to the Small Generator Interconnection Agreement to the extent necessary.

Distribution Provider – The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission or wholesale distribution service under the Tariff. The term Distribution Provider should be read to include the Distribution Owner when the Distribution Owner is separate from the Distribution Provider.

Distribution Provider's Interconnection Facilities -- All facilities and equipment owned, controlled, or operated by the Distribution Provider from the Point of Change of Ownership to the Point of Interconnection as identified in the GIA, including any modifications, additions or upgrades to such facilities and equipment. Distribution Provider's Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades, Stand Alone Network Upgrades or Network Upgrades.

Distribution Service -- The wholesale distribution service provided under the Tariff.

Distribution System – Those non-ISO transmission and distribution facilities owned, controlled and operated by the Distribution Provider that are used to provide distribution service under the Tariff, which facilities and equipment are used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

Distribution Upgrades – The additions, modifications, and upgrades to the Distribution Provider's Distribution System at or beyond the Point of Interconnection to facilitate interconnection of the Small Generating Facility and render the service necessary to effect the Interconnection Customer's wholesale sale of electricity in interstate commerce. Distribution Upgrades do not include Interconnection Facilities.

Effective Date -- The date on which the GIA becomes effective upon execution by the Parties subject to acceptance by FERC, or if filed unexecuted, upon the date specified by FERC.

Electric Generating Unit -- An individual electric generator and its associated plant and apparatus whose electrical output is capable of being separately identified and metered.

Emergency Condition -- A condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of a Distribution Provider, is

imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to Distribution Provider's Distribution System, Distribution Provider's Interconnection Facilities or the electric systems of others to which the Distribution Provider's Distribution System is directly connected; or (3) that, in the case of Interconnection Customer, is imminently likely (as determined in a nondiscriminatory manner) to cause a material adverse effect on the security of, or damage to, the Generating Facility or Interconnection Customer's Interconnection Facilities. System restoration and black start shall be considered Emergency Conditions; provided that Interconnection Customer is not obligated by the GIA to possess black start capability.

Energy-Only Deliverability Status -- A condition elected by an Interconnection Customer for a Generating Facility interconnected to Distribution System, the result of which is that the Interconnection Customer is responsible only for the costs of Reliability Network Upgrades and is not responsible for the costs of Delivery Network Upgrades, but the Generating Facility will be deemed to have a Net Qualifying Capacity (as defined in the ISO Tariff) of zero and, therefore, cannot be considered to be a Resource Adequacy Resource (as defined in the ISO Tariff).

Engineering & Procurement (E&P) Agreement -- An agreement that authorizes the Distribution Provider to begin engineering and procurement of long lead-time items necessary for the establishment of the interconnection in order to advance the implementation of the Interconnection Request.

Environmental Law – The applicable Laws or Regulations relating to pollution or protection of the environment or natural resources.

Federal Power Act -- The Federal Power Act, as amended, 16 U.S.C. §§ 791a et seq.

FERC -- The Federal Energy Regulatory Commission (Commission) or its successor.

Full Capacity Deliverability Status (FCDS) – The condition whereby a Generating Facility interconnected with the Distribution System, under coincident ISO Control Area peak demand and a variety of severely stressed system conditions, can deliver the Generating Facility's full output to the aggregate of load on the ISO Grid, consistent with the ISO's reliability criteria and procedures and the ISO's On-Peak Deliverability Assessment.

Generating Facility – The Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities. A Small Generating Facility is one that has maximum capacity of 20 MW or less. A Large Generating Facility is one that has a maximum capacity of more than 20 MW.

Generating Facility Capacity -- The net capacity of the Generating Facility and the aggregate net capacity of the Generating Facility where it includes multiple Electric Generating Units.

Generator Interconnection Agreement (GIA) – Either the Small Generator Interconnection Agreement (SGIA), which is Attachment F to the Wholesale Distribution Tariff, unless the proposed interconnection is for a generating facility larger than 20 MW, in which case references to interconnection agreement are to the Large Generator Interconnection Agreement (LGIA), which is Attachment H to the Wholesale Distribution Tariff.

Generator Interconnection and Deliverability Allocation Procedures (GIDAP) – See ISO's Generator Interconnection and Deliverability Allocation Procedures (ISO Tariff GIDAP)

Generator Interconnection Procedures (GIP) – See the definition for either ISO's Tariff Generator Interconnection Procedures (ISO Tariff GIP), or Wholesale Distribution Tariff Generator Interconnection Procedures (WDT GIP).

Good Utility Practice – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

Governmental Authority – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Interconnection Provider, or any Affiliate thereof.

Initial Synchronization Date -- The date upon which the Generating Facility is initially synchronized and upon which Trial Operation begins.

In-Service Date -- The date upon which the Interconnection Customer reasonably expects it will be ready to begin use of the Distribution Provider's Interconnection Facilities to obtain back feed power.

Interconnection Customer – Any entity, including the Distribution Provider, the Distribution Owner, the Transmission Owner or any of the affiliates or subsidiaries of either, that proposes to interconnect its Small Generating Facility with the Distribution Provider's Distribution System.

Interconnection Customer's Interconnection Facilities – All facilities and equipment, as identified in the GIA, that are located between the Generating Facility and the Point of Change of Ownership, including any modification, addition, or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Distribution Provider's Distribution System. Interconnection Customer's Interconnection Facilities are sole use facilities.

Interconnection Facilities – The Distribution Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Small Generating Facility and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Small Generating Facility to the Distribution Provider's Distribution System. Interconnection Facilities are sole use facilities and shall not include Distribution Upgrades or Network Upgrades.

Interconnection Financial Security -- The financial instrument(s) submitted by the Interconnection Customer to the Distribution Provider, prior to the start of any Construction Activities as a security for the Distribution Provider against the estimated costs of the Construction Activities described in the Generator Interconnection Agreement. The Interconnection Customer may post the Interconnection Financial Security using any of the financial instruments listed in the WDT GIP.

Interconnection Handbook - A handbook, developed by the Distribution Provider and posted on the Distribution Provider’s website or otherwise made available by the Distribution Provider, describing the technical and operational requirements for wholesale generators and loads connected to the Distribution System, as such handbook may be modified or superseded from time to time. In the event of a conflict between the terms of this SGIA and the terms of the Distribution Provider’s Interconnection Handbook, the terms in this SGIA shall govern.

Interconnection Request – The Interconnection Customer's request, in accordance with the Tariff, to interconnect a new Small Generating Facility, or to increase the capacity of, or make a Material Modification to the operating characteristics of, an existing Small Generating Facility that is interconnected with the Distribution Provider’s Distribution System.

Interconnection Service -- The service provided by the Distribution Provider associated with interconnecting the Interconnection Customer's Generating Facility to the Distribution Provider's Distribution System and enabling it to receive electric energy and capacity from the Generating Facility at the Point of Interconnection, pursuant to the terms of the GIA and, if applicable, the Distribution Provider's Tariff.

IRS -- The Internal Revenue Service.

ISO -- The California Independent System Operator Corporation, a state chartered, nonprofit, corporation that controls certain transmission facilities of all Participating Transmission Owners and dispatches certain generating units and loads. See also CAISO.

ISO Grid -- The system of transmission lines and associated facilities of the Participating Transmission Owners that have been placed under the ISO's Operational Control.

ISO's Generator Interconnection and Deliverability Allocation Procedures (ISO Tariff GIDAP) -- The procedures included in the ISO Tariff to interconnect a Generating Facility directly to the ISO Grid, as such procedures may be modified from time to time, and accepted by the Commission. See also GIDAP.

ISO's Generator Interconnection Procedures (ISO Tariff GIP) -- The procedures included in the ISO Tariff to interconnect a Generating Facility directly to the ISO Grid, as such procedures may be modified from time to time, and accepted by the Commission. See also GIP.

Large Generating Facility -- A Generating Facility having a Generating Facility Capacity of more than 20 MW.

Local Deliverability Constraint -- A transmission system operating limit modeled in the GIDAP study process that would be exceeded if the CAISO were to assign Full Capacity Deliverability Status or Partial Capacity Deliverability Status to one or more additional Generating Facilities interconnecting to the CAISO Controlled Grid in a specific local area, and that is not an Area Deliverability Constraint.

Local Delivery Network Upgrade (LDNU) -- A transmission upgrade or addition identified by the CAISO in the GIDAP Interconnection Study Process to relieve a Local Deliverability Constraint.

Loss -- Any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's performance, or non-performance of its obligations under the GIA on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

Material Modification – A modification that has a material impact on the cost or timing of any Interconnection Request, or any other valid interconnection request to the Distribution Provider or the ISO with a later queue priority date.

Metering Equipment -- All metering equipment installed or to be installed at the Generating Facility pursuant to the GIA at the metering points, including but not limited to instrument transformers, MWh-meters, data acquisition equipment, transducers, remote terminal unit, communications equipment, phone lines, and fiber optics.

NERC -- The North American Electric Reliability Council or its successor organization.

Network Upgrades – Additions, modifications, and upgrades to the Distribution Provider's Transmission System required at or beyond the point at which the Distribution System connects to the Distribution Provider's Transmission System to accommodate the interconnection of the Small Generating Facility to the Distribution Provider's Distribution System. Network Upgrades do not include Distribution Upgrades. See also: **Area Delivery Network Upgrades; Delivery Network Upgrades; Local Delivery Network Upgrades; and Reliability Network Upgrades**.

Notice of Dispute -- A written notice of a dispute or claim that arises out of or in connection with the GIA or its performance.

Operating Requirements – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, California Independent System Operator, control area, or the Distribution Provider's requirements, including those set forth in the Small Generator Interconnection Agreement.

Participating Transmission Owner -- An entity which (i) owns, operates, and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities; and (ii) has transferred to the ISO operational control of such facilities and/or entitlements to be made part of the ISO Grid.

Party or Parties – The Distribution Provider, Distribution Owner, Transmission Owner, Interconnection Customer or any combination of the above.

Point of Change of Ownership -- The point set forth in the GIA where the Interconnection Customer's Interconnection Facilities connect to the Distribution Provider's Interconnection Facilities.

Point of Interconnection – The point set forth in the GIA where the Interconnection Facilities connect with the Distribution Provider's Distribution System.

Pre-Construction Activities -- The actions by the Distribution Provider, other than those required by an Engineering and Procurement Agreement under Section 8 of the GIP, undertaken prior to Construction Activities in order to prepare for the construction of the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades assigned to the Interconnection Customer, including, but not limited to, preliminary engineering, permitting activities, environmental analysis, or other activities specifically needed to obtain governmental approvals for the Distribution Provider's Interconnection Facilities, Distribution Upgrades, or Network Upgrades.

Qualifying Capacity -- The maximum Resource Adequacy Capacity that a Resource Adequacy Resource may be eligible to provide. The criteria and methodology for calculating the Qualifying Capacity of resources may be established by the CPUC or other applicable Local Regulatory Authority and provided to the CAISO. A resource's eligibility to provide Resource Adequacy Capacity may be reduced below its Qualifying Capacity through the CAISO's assessment of Net Qualifying Capacity.

Queue Position – The order of a valid Interconnection Request, relative to all other pending valid Interconnection Requests, that is established based upon the date and time of receipt of the valid Interconnection Request by the Distribution Provider and is represented by a unique identifying code assigned to each Interconnection Request that is deemed complete.

Reasonable Efforts – With respect to an action required to be attempted or taken by a Party under the Small Generator Interconnection Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

Reliability Network Upgrades -- The transmission facilities at or beyond the point where the Distribution Provider's Distribution System interconnects to the ISO Grid, necessary to interconnect one or more Generating Facility(ies) safely and reliably to the ISO Grid, which would not have been necessary but for

the interconnection of one or more Generating Facility(ies), including Network Upgrades necessary to remedy short circuit or stability problems, or thermal overloads. Reliability Network Upgrades shall only be deemed necessary for thermal overloads, occurring under any system condition, where such thermal overloads cannot be adequately mitigated through the ISO's congestion management, operating procedures, or special protection systems based on the characteristics of the Generating Facilities included in the Interconnection Studies, limitations on market models, systems, or information, or other factors specifically identified in the Interconnection Studies. Reliability Network Upgrades also include, consistent with the Applicable Reliability Council's practice and Applicable Reliability Standards, the facilities necessary to mitigate any adverse impact the Generating Facility's interconnection may have on a path's Applicable Reliability Council rating.

Resource Adequacy (RA) -- A mandatory planning and procurement process to ensure adequate resources to serve all customers in real time. The program requires that Load Serving Entities (LSEs) meet a Planning Reserve Margin for their obligations. The program provides deliverability criteria that each LSE must meet, as well as system and local capacity requirements. Rules are provided for "counting" resources towards meeting resource adequacy obligations. The resources that are counted for RA purposes must make themselves available to the California ISO for the capacity for which they were counted. The ISO's Interim Reliability Requirements Program and the resource adequacy under MRTU tariff provisions are intended to complement the State of California's efforts to implement resource adequacy programs.

Site Control -- Documentation reasonably demonstrating: (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the Generating Facility; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between Interconnection Customer and the entity having the right to sell, lease or grant Interconnection Customer the right to possess or occupy a site for such purpose (see also: Site Exclusivity).

Site Exclusivity -- The third option to prove Site Control and applies only in instances when the Interconnection Customer has a business (private) or government agency (public) relationship with the project site's deed holder.

(1) For private land, Site Exclusivity shall mean documentation reasonably demonstrating legal authorization from the land owner showing the Interconnection Customer has either (a) Ownership of, a leasehold interest in, or a right to develop property upon which the Generating Facility will be located consisting of a minimum of 50% of the acreage reasonably necessary to accommodate the Generating Facility; or (b) an option to purchase or acquire a leasehold interest in property upon which the Generating Facility will be located consisting of a minimum of 50% of the acreage reasonably necessary to accommodate the Generating Facility.

(2) For public land, including that controlled or managed by any federal, state or local agency, Site Exclusivity shall mean documentation from the governing public agency providing a final, non-appealable permit, license, or other exclusive legal right to use the property for the purpose of generating electric power and in acreage reasonably necessary to accommodate the Generating Facility. Such documentation showing exclusive right to use public land under the management of a Local, State, or Federal agency shall be in a form specified by that agency.

Smart Inverter —A Generating Facility's inverter that performs functions that when activated can autonomously contribute to grid support during excursions from normal operating voltage and frequency system conditions by providing dynamic reactive/real power support, voltage and frequency ride-through, ramp rate controls, communication systems with ability to accept external commands and other functions.

Small Generating Facility – An Interconnection Customer's device for the production and/or storage for later injection of electricity identified in the Interconnection Request, but shall not include the Interconnection Customer's Interconnection Facilities, that has a generating capacity of 20 megawatts (MW) or less.

Stand Alone Network Upgrades -- Network Upgrades that an Interconnection Customer may construct without affecting day-to-day operations of the Transmission System during their construction. Both the Distribution Provider and the Interconnection Customer must agree as to what constitutes Stand Alone Network Upgrades and identify them in an Appendix to the GIA.

System Protection Facilities -- The equipment, including necessary protection signal communications equipment, required to protect (1) the Distribution Provider's Distribution System, the ISO Controlled Grid, and Affected Systems from faults or other electrical disturbances occurring at the Generating Facility and (2) the Generating Facility from faults or other electrical system disturbances occurring on the Distribution Provider's Distribution System, the ISO Controlled Grid or on other delivery systems or other generating systems to which the Distribution Provider's Distribution System and Transmission System is directly connected.

Tariff – The Distribution Provider's Wholesale Distribution Tariff through which open access distribution service and Interconnection Service are offered, as filed with the FERC, and as amended or supplemented from time to time, or any successor tariff.

Transmission System – Those facilities owned by the Distribution Provider that have been placed under the ISO's operational control and are part of the ISO Grid.

Trial Operation -- The period during which Interconnection Customer is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation. Also known as Permission to Parallel for Test Purposes.

Uncontrollable Force -- Any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond the reasonable control of the Distribution Provider or Interconnection Customer which could not be avoided through the exercise of Good Utility Practice. An Uncontrollable Force event does not include acts of negligence or intentional wrongdoing by the Party claiming Uncontrollable Force.

Upgrades – The required additions and modifications to the Distribution Provider's Distribution System, at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

Wholesale Distribution Tariff Generator Interconnection Procedures (WDT GIP) – The procedures included in the Distribution Provider's Wholesale Distribution Tariff (WDT) to interconnect a Generating Facility directly to the Distribution Provider's Distribution System, as such procedures may be modified from time to time, and accepted by the Commission.

Attachment 2

Description and Costs of the Small Generating Facility, Interconnection Facilities and Metering Equipment

Hamilton Branch Hydro, LLC, an Interconnection Customer (IC), has requested a Generating Facility (GF) interconnection for Hamilton Branch Powerhouse (Project) to the Pacific Gas and Electric Company (PG&E)'s distribution system for a 5390 kW Synchronous generating facility located at 7723-7687 Volcanic Legacy Scenic Byway, Westwood, CA 96137. The Generating Facility has been connected to PG&E's Hamilton Branch Bank 2 2.4 kV Tertiary line distribution circuit under PG&E ownership. Interconnection under Hamilton Branch Hydro, LLC will continue to be in accordance with FERC's Generator Interconnection Procedures.

PG&E has taken the opportunity of this generating facility transfer, to bring the facility up to current interconnection standards, per PG&E's Interconnection Handbook, the requirements of which would be required of any new generation interconnection application. Though no formal study or review process was used to identify the mitigation infrastructure required to achieve this goal, a careful examination of the facility by PG&E technical functions, the same functions used to evaluate new interconnection projects, and which included site visits, resulted in a Facility Study Report for this facility. The Facility Study Report resulted in the identification of the mitigation infrastructure needed to upgrade the facility to today's interconnection requirements for Interconnection Facilities (IF) identified in Table 2.1, and the Network Upgrades (NU) identified in Attachment 6. IF's and NU's are identified in the simplified single-line-diagram (SLD) in Figure 3.1.

Equipment, including the Small Generating Facility, Interconnection Facilities, and metering equipment shall be itemized and identified as being owned by the Interconnection Customer, the Distribution Provider, Distribution Owner or the Transmission Owner. The Distribution Provider will provide the best estimate of itemized cost, including overheads, of its Interconnection Facilities and metering equipment, and a best estimate itemized cost of the annual operation and maintenance expenses associated with its Interconnection Facilities and metering equipment.

The upgrades address not only the generation-to-the-grid requirements (facility outflows to the grid), but also the establishment of the upgrades needed to establish a retail-load, primary service for the facility, in times when the facility cannot meet its site load requirements, when the generator is not operating. This primary service establishment was not needed when the facility was a "bundled" PG&E-owned facility but are now required that the facility is being "unbundled" as part of the facility sale.

PG&E may undertake the above-mentioned upgrades to the facility in advance of the transfer of the facility to the new buyer. These upgrades are mentioned in this Agreement, because even though the new buyer may not be responsible for the costs associated with these upgrades (as per the terms of the PSA), these upgrades are needed for the continued interconnection of this facility with Distribution Provider's electric grid. These facilities must continue to be maintained, repaired, and replaced as necessary over time to allow the continued safe and reliable operation of this facility with Distribution Provider's electric grid.

As part of the Purchase and Sale Agreement (PSA) with PG&E for the sale for the facility to the new owner, installation and testing of the Interconnection Facilities and Distribution Upgrades … collectively referred hitherto as "Interconnection Facilities" and identified in their individual components in the Facility Study Report … will proceed to completion, as necessary, with the execution of this SGIA.

In accordance with the Participating Distribution Provider's CAISO-Tariff, commencing with the effective date of this SGIA, the Interconnection Customer will be responsible for the ongoing operation and maintenance expenses associated with the Participating Distribution Provider's Interconnection Facilities. Payment for these maintenance expenses is referred to as Cost of Ownership (COO). However, as a

unique aspect of this SGIA, the COO payment to the Distribution Provider will be made consistent with the terms of the Purchase and Sale Agreement (PSA).

The Parties intend that the Interconnection Facilities employed for purposes of the SGIA shall remain in place and continue to be used to provide the Hamilton Branch Powerhouse project's interconnection services under this SGIA.

Project Information

Project Name:	Hamilton Branch Hydro
Generators:	Synchronous - synchronous hydro electric generators
Total Output:	5390kVA (5390kW @ 1.00 power factor)
Transformer Data:	2500kVA rated Tertiary 60 kV / 2.4 kV (Tertiary) / 12 kV Wyegnd-Delta (tertiary)-Wyegnd
PG&E Grid Voltage at Interconnection:	12kV
Substation / Feeder	Hamilton Branch Bank 2 60 kV / 12 kV / 2.4 kV Hamilton Branch Bank 2 2.4kV Tertiary line
Primary Line Configuration at POI	3-phase, 3-wire distribution circuit
Description of Operation	Full export to Hamilton Branch Bank 2 2.4kV Tertiary line.

Interconnection Facilities

The estimated costs associated with the Interconnection Facilities required to interconnect the project to Distribution Provider's Distribution System.

Interconnection Facilities	IC Cost
Hamilton Branch Tertiary 2.4kV winding Gen-Tie Line at POCO	
Install POCO Switch on last Structure before exiting Hamilton Branch Sub	$100,000
Install CB-GEN with SMP Protection Package in outdoor cabinet connecting to tertiary bus	$750,000
Install SCADA on CB-GEN	$50,000
Install steel support structures for the CB-GEN breaker installation and connection to 2.4 kV Tertiary bus.	$250,000
Generating Facility (Hamilton Branch PH)	
PH-Site: Pre-parallel inspection, Engineering and Protection Support and Project Management	$200,000
Install (1) DTT Receiver & IRIG-B clock with third party IT Rack	$300,000
Install Station Service Metering for backup distribution source (1)	$30,000
PG&E RTU for visibility	$120,000
• Replace Devices 15 & 25 with two SEL-700G on the generator main breakers (one for each generator breaker) • Install Bus Differential Scheme 87BA &87BB to detect Phase Faults on Gen-Tie line (Low Impedance) • Install conduits from Hamilton Branch PH to Hamilton Branch Substation to connect CB-GEN to bus differential scheme. • Install new redundant relays: 51V/51V, 81 O/U, 27, and 59 • Move existing ground fault bank and wire to trip U1 & U2 or main breaker • Hardwire trip from Bank 2 to PH U1 & U2 *Interconnection Customer existing equipment requires upgrade prior to issuance of Final Permission for Commercial Operation. Not Subject to COO (Estimated at $100,000)	N/A
• Install new metering in existing CAISO metering cabinet • PG&E to install CT/PT revenue devices at 2.4kV	$30,000
Subtotal	***$1,830,000***

One-line Diagram Depicting the Small Generating Facility, Interconnection Facilities, Metering Equipment, and Upgrades

Figure 3-1 One-Line Conceptual Diagram of Hamilton Branch Powerhouse

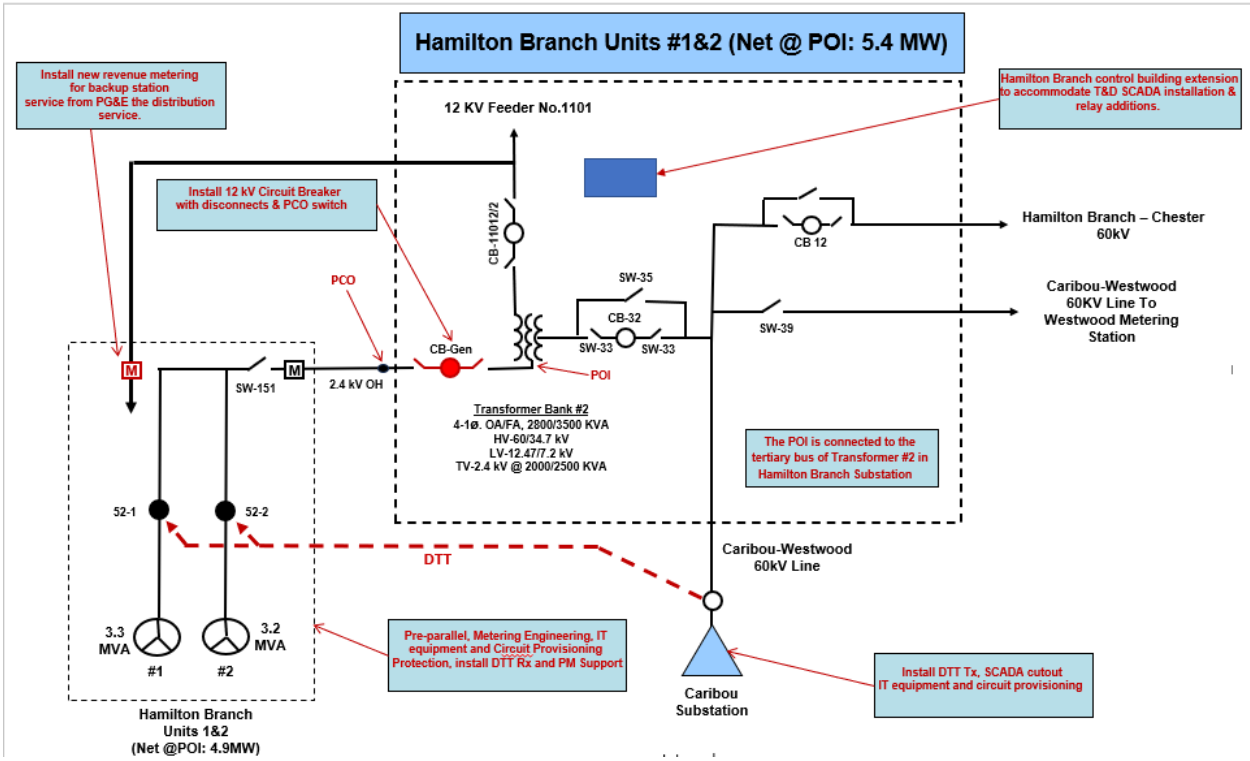


Figure 3-2 Vicinity Map of Hamilton Branch Powerhouse



Attachment 4

Milestones

In-Service Date: Anticipated 12-31-2026

Critical milestones and responsibility as agreed to by the Parties:

	Milestone	Date	Responsible Party
1	Financial Security Posting Due Date	Financial Security Not Required	Interconnection Customer
2	Initiate Pre-Construction Activities *(EGI will request the beginning of estimation and design.*	TBD	Distribution Provider
3	Submit electronic initial design package *(including but not limited to equipment list, 70% final SLD, site map and site plan)*	TBD	Interconnection Customer
4	On-site project kick-off meeting	TBD	Distribution Provider & Interconnection Customer
5	Completion of the Interconnection Facilities, Distribution Upgrades, and Network Upgrade facilities	TBD	Distribution Provider & Interconnection Customer
6	In-Service Date (back-feed power)	TBD	Distribution Provider & Interconnection Customer
7	Pre-parallel Inspection and Testing	TBD	Distribution Provider & Interconnection Customer
8	Initial Synchronization	TBD	Interconnection Customer
9	Provide written approval to Interconnection Customer for the operation of the facilities (PTO) and Commercial Operation Date (COD)	TBD	Distribution Provider
10	Completion of Reliability and Deliverability Network Upgrades (RNU, DNU) identified in Attachment 5 as part of implementing FCDS	TBD	Distribution Provider

Note 1 – Ability to Meet Milestone Dates
The ability to meet these Milestone dates requires that all tasks, including tasks preceding the milestones listed above, to be completed in a timely fashion and does not account for unanticipated delays, including but not limited to delays caused by: emergency response due to wildfires or storms; time to complete environmental studies; availability of needed resources (e.g., materials or crews); difficulties securing necessary permits, easements, right of ways, licenses or other approvals; construction additional information needed to complete the project implementation process; or delays scheduling clearances to complete the interconnection of this project to the PG&E system.

Note 2 -- Billing Procedures for Actual Costs:
Per Section 6.1.1 of this project's SGIA, PG&E will bill the Interconnection Customer on a monthly basis for actual labor and/or material costs incurred during the prior month.

Agreed to by:

For the Distribution Provider _____ Date: _____

For the Interconnection Customer _____ Date: _____

Attachment 5

Additional Operating Requirements for the Distribution Provider's Distribution System, Transmission System and Affected Systems Needed to Support the Interconnection Customer's Needs

5.1 General Operating Requirements

The Distribution Provider shall also provide requirements that must be met by the Interconnection Customer prior to initiating parallel operation with the Distribution Provider's Distribution System.

At a minimum, the Interconnection Customer agrees to construct and interconnect the facility described in this agreement with the PG&E system in accordance with the standards and requirements described in the PG&E Transmission Interconnection Handbook (TIH) and the Distribution Interconnection Handbook (DIH), as well as any specific operating requirements identified and described in the final interconnection study completed by the Distribution Provider for this facility.

5.2 Deliverability Status

The Interconnection Customer has elected for this Small Generating Facility to have Full Capacity[2] Deliverability Status, as defined in the CAISO Tariff. As a result, this Small Generating Facility was studied for Full Capacity Deliverability Status by the Distribution Provider, and the results of those studies have been incorporated into this SGIA. The Interconnection Customer and the Distribution Provider acknowledge and understand that this Small Generating Facility will have entitlement to Resource Adequacy equal to the Net Qualifying Capacity as determined in the CAISO tariff for hydroelectric facilities of its type..

Attachment 6

Distribution Provider's Description of its Upgrades and Best Estimate of Upgrade Costs

The Distribution Provider shall describe Upgrades and provide an itemized best estimate of the cost, including overheads, of the Upgrades and annual operation and maintenance expenses associated with such Upgrades. The Distribution Provider shall functionalize Upgrade costs and annual expenses as either transmission or distribution related.

Actual costs incurred by the Interconnection Customer to install these Distribution Upgrades and Network Upgrades will be trued up with the Interconnection Customer once this project has achieved commercial operation, per Article 6.1 of this agreement. The Interconnection Customer will be responsible for payment of all actual costs incurred to install these facilities, and any additional facilities identified as necessary during the engineering, design, or construction phases. Should additional upgrades be deemed necessary for the interconnection of this facility, Distribution Provider will identify these additional upgrades as soon as possible in the construction phase and will coordinate with the Interconnection Customer on the additional costs and timing needed to implement them. As needed, the costs of

[2] Requires confirmation from CAISO that the project can retain its deliverability. Will be confirmed upon execution.

ownership for these Interconnection Facilities also will be updated once this project has achieved commercial operation.

Distribution Upgrades

The estimated costs associated with the system upgrades required to interconnect the project to the Distribution Provider's Distribution System.

Distribution Upgrades: N/A

Reliability Network Upgrades

The estimated costs associated with the system upgrades required to interconnect the project to the Distribution Provider's Transmission System. In accordance with Article 5.2.1 of this Agreement, Reliability Network Upgrades reimbursement is capped at a maximum of $96,089 per MW of generating capacity. To the extent that such reimbursement does not cover all costs of the RNUs, the IC shall receive Congestion Revenue Rights ("CRRs") for the portion of the RNUs that are not covered by the above reimbursement.

Reliability Network Upgrades:

Reliability Network Upgrades	IC Costs
Caribou PH #1 Substation	
Install SEL-2411 for Direct Transfer Trip (DTT) to Hamilton Branch PH	$225,000
Install IT Equipment for DTT & Communications	$175,000
***Subtotal*[2]	***$400,000***

Total Project Costs

Cost Category	Amount Subject to COO ($)	Amount NOT Subject to COO ($)	Total Cost Category Amount ($)
Interconnection Facilities Costs (Attachment 2)	*$1,830,000*	N/A	***$1,830,000***
Distribution Upgrade Costs (Attachment 6)	N/A	N/A	**N/A**
Network Upgrade Costs			
Reliability Network Upgrade Costs (Attachment 6)	N/A	$400,000	$400,000
Deliverability-related RNU (Attachment 5)	N/A	$	$
Delivery Network Upgrades (Attachment 5)	N/A	$	$
Total Project Costs ($)	**$1,830,000**	**$400,000**	**$2,230,000**

Total Cost-of-Ownership Charges for Project:

The Interconnection Customer has elected the following by placing a check mark against it for Cost-of-Ownership for the applicable Interconnection Facilities and/or Distribution Upgrades. The Cost-of-Ownership will commence upon the In-Service Date per Article 4.1.2.

A. ☐ **Monthly Cost-of-Ownership Charge**

$ 1,830,000 COO x 0.84**%**[3] (current percentage rate) = **$** 15,372.00

Total Monthly Cost-of-Ownership Charge	**$ 15,372.00 / month**

B. ☒ **Equivalent One-Time Charge** (in lieu of recurring Monthly Cost-of-Ownership Charge)

$ 15,372.00/ month x 12 months x 14.73 (present worth factor[4]) = **$** 2,717,154.72

Total Equivalent One-Time Charge	**$ 2,717,154.72**

[3] The COST-OF-OWNERSHIP Charge for Interconnections provided under this Agreement is determined in accordance with PG&E's applicable percentage rates calculated using PG&E's most recent distribution owner revenue requirement on file with and accepted by FERC. PG&E currently charges the following COST-OF-OWNERSHIP rates for distribution facilities: Customer financed, Distribution-level Rate of 0.84% monthly.

[4] The Present Worth Factor (PWF), which is also known as the perpetuity factor, is used under this agreement to determine the equivalent One-Time Payment. This financial factor is the reciprocal of the after-tax Rate of Return on Rate Base (ROR). The after-tax ROR is calculated by the Economic and Project Analysis Department and is based on CPUC decisions, which establish the Return on Rate Base.

EXHIBIT I

RECORDING REQUESTED BY Simplifile Placer Title Company Branch 1401 WHEN RECORDED MAIL TO Hamilton Branch Hydro, LLC 191 Main Street, Third Floor Annapolis, MD 21401	
The undersigned Grantor declares that the documentary transfer tax is $-0- (R&T Code 11911 not applicable—No realty sold/no consideration)	SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N. (Plumas): 01-18, 01-15, 103-04, 103-06, 104-04, 106-01

A.P.N. (Lassen): 123-110-01, 123-110-09, 123-120-03, 123-120-05, 123-120-08, 123-120-09, 123-130-02, 123-130-04, 123-130-07, 123-130-08, 123-160-01, 123-160-03, 123-160-05, 123-160-08, 123-160-09, 123-100-09, 13-150-04

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assumption Agreement"), made as of _____, 20__ (the "Effective Date"), by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), HAMILTON BRANCH HYDRO, LLC, a Maryland limited liability company ("HAMILTON BRANCH HYDRO"), and FEATHER RIVER LAND TRUST, a California non-profit public benefit corporation ("FRLT"). PG&E, HAMILTON BRANCH HYDRO and FRLT are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

A. HAMILTON BRANCH HYDRO and PG&E have entered into that certain Hamilton Branch Asset Sale and Purchase Agreement, dated _____, 20__ (the "Purchase Agreement"), pursuant to which PG&E has agreed to sell and transfer and HAMILTON BRANCH HYDRO has agreed to buy and accept that certain real property located

in the Counties of Lassen and Plumas, State of California, further described in Exhibit A attached hereto and incorporated herein (the "Property").

B. The Property is encumbered by that certain Deed of Conservation Easement and Agreement dated August 14, 2018 (the "Conservation Easement") between PG&E and SRT, recorded in the Official Records of Plumas County, California on August 16, 2018 as Document No. 2018-0004255 and recorded in the Official Records of Lassen County, California on August 17, 2018 as document No. 2018-03236.

C. The Parties desire to hereby provide for PG&E's assignment to HAMILTON BRANCH HYDRO of its rights and interest in and to the Conservation Easement, HAMILTON BRANCH HYDRO's assumption of all obligations of PG&E under the Conservation Easement, and as otherwise provided herein.

NOW THEREFORE, for valuable consideration, receipt of which is acknowledged, PG&E, HAMILTON BRANCH HYDRO and FRLT agree as follows:

1. Definitions. Capitalized terms used herein without other definition have the meanings given to them in the Conservation Easement.

2. Assignment. PG&E hereby assigns and transfers to HAMILTON BRANCH HYDRO all rights, duties and obligations of the Grantor under the Conservation Easement.

3. Assumption. HAMILTON BRANCH HYDRO hereby accepts the foregoing assignment and transfer. HAMILTON BRANCH HYDRO also acknowledges its designation as Grantor under the Conservation Easement, and does hereby assume the performance of all duties of Grantor under all the terms, covenants and conditions of the Conservation Easement; except, however, PG&E acknowledges that it shall be responsible for costs incurred by FRLT related to PG&E's sale and transfer of the Property to HAMILTON BRANCH HYDRO as said costs are contemplated in Section 13.1 and Section 17 of the Conservation Easement, pursuant to which FRLT is entitled to receive from PG&E a one-time payment of a sum, if any, representing the increased cost of Conservation Easement stewardship and amendment of the Conservation Easement.

4. Reservations and Continued Use.

4.1. The Parties acknowledge that the transfer of fee title to the Property is being made in accordance with that certain Grant Deed, recorded in the Official Records of the Counties of Lassen and Plumas, immediately prior to the recordation of this Assumption Agreement (the "Grant Deed"), subject to PG&E's reservation of certain rights in and to the Property, as set forth in the Grant Deed ("PG&E Reserved Rights"). The parties hereby acknowledge that the PG&E Reserved Rights are an express third party use and that all rights and obligations of HAMILTON BRANCH HYDRO and FRLT under the Conservation Easement shall be subject to the PG&E Reserved Rights. In the event PG&E notifies HAMILTON BRANCH HYDRO, in writing, of its intention to exercise any of the PG&E Reserved Rights, HAMILTON BRANCH HYDRO shall notify FRLT, in writing, of said intention within thirty (30) days after receipt of PG&E's written notice.

4.2. The Parties acknowledge and agree that none of the releases of rights pursuant to Section 13.2.1 of the Conservation Easement are applicable because the conditions precedent thereto in Section 13.2.1 (a)-(c) were not satisfied.

5. No Representations or Warranties. This Assumption Agreement is made without warranty or representation by PG&E of any kind whatsoever, except as expressly set forth in the Purchase Agreement, and is made subject to the disclaimers set forth in Section 10.5 of the Purchase Agreement and all other terms and conditions of the Purchase Agreement.

6. Indemnification. HAMILTON BRANCH HYDRO shall protect, indemnify, and defend PG&E against and hold PG&E harmless from all claims, demands, liabilities, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that are caused by any failure by HAMILTON BRANCH HYDRO to perform the Grantor obligations arising or accruing under the Conservation Easement on and after the Effective Date. PG&E shall protect, indemnify, and defend HAMILTON BRANCH HYDRO against and hold HAMILTON BRANCH HYDRO harmless from all claims, demands, liabilities, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that are caused by any failure by PG&E to perform its obligations arising or accruing under the Conservation Easement prior to the Effective Date.

7. Further Assurances. The parties agree to take such reasonable actions, including acknowledging, delivering, or executing instruments and documents, as may be required to effectuate the purposes of this Assumption Agreement.

8. Governing Law. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict of laws or choice of law rules.

9. Successors and Assigns. This Assumption Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

10. Severability. If one or more provisions of this Assumption Agreement are held by a proper court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed therefrom, and the balance of this Assumption Agreement shall be enforceable in accordance with its terms.

11. Entire Agreement; Amendment. This Assumption Agreement contains the entire understanding of the Parties relating to the subject matter hereof and shall supersede any prior written or oral agreements or communications among some or all of the Parties pertaining to such subject matter. The obligations of the Parties under this Assumption Agreement may not be altered or amended in any respect except by a writing executed by HAMILTON BRANCH HYDRO, FRLT and PG&E.

12. Counterparts. This Assumption Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all

parties to this Assumption Agreement, notwithstanding that all of such parties may not have executed the same counterpart.

13. Limitation on Liability. Each of the Parties expressly agrees that the obligations and liabilities of each Party under this Assumption Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of such Party. The limitations of liability contained in this Section shall apply equally and inure to the benefit of each Party's present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors, and assigns.

14. Effectiveness. This Assumption Agreement shall be effective as of the closing date under the Purchase Agreement.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the Parties have executed this Assumption Agreement as of the Effective Date.

HAMILTON BRANCH HYDRO:

HAMILTON BRANCH HYDRO, LLC,
a Maryland limited liability company

By: _____

_____
Manager

[Signatures continued on following page.]

[Signatures continued from previous page.]

PG&E:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Dave Gabbard
Vice President,
Power Generation

[Signatures continued on following page.]

[Signatures continued from previous page.]

FRLT:

FEATHER RIVER LAND TRUST,
a California non-profit public benefit corporation

By: _____
Shelton Douthit
Executive Director

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTIES OF LASSEN AND PLUMAS, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

SBE: 135-32-19A-3
PLUMAS APN 106-01 AND 104-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 21, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING THE PARCEL DESCRIBED AS PART 5 NUMBER 2 IN A DOCUMENT RECORDED JANUARY 2, 1946, IN VOLUME 83, PAGE 154, OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 70 ° 09' WEST 2003.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 4 ° 29' 30" EAST 73.82 FEET; THENCE NORTH 5 ° 55' 30" EAST 50.0 FEET; THENCE NORTH 7 ° 21' 30" EAST 50.0 FEET; THENCE NORTH 8 ° 21' 30" EAST 35.0 FEET; THENCE SOUTH 72 ° 10' 30" WEST 610.0 FEET TO THE EASTERLY LINE OF THE PARCEL OF LAND DESIGNATED 1 IN THE DEED EXECUTED BY THE RED RIVER LUMBER COMPANY TO GREAT WESTERN POWER COMPANY OF CALIFORNIA RECORDED IN VOLUME 81, PAGE 433 OF DEEDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE, BEING THE 4500 CONTOUR, THE FOLLOWING APPROXIMATE COURSES: SOUTH 32 ° 36' 30" WEST 240.42 FEET; SOUTH 1 ° 21' WEST 478.92 FEET; THENCE NORTH 72 ° 10' 30" EAST 711.64 FEET; THENCE NORTH 4 ° 29' 30" EAST 449.57 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

SBE: 135-18-1-10; 135-18-1-11, 135-18-1-12, 135-18-1-13, 135-18-1-14, 135-18-1-5, 135-18-1-6, 135-18-1-7, 135-18-1-8, 135-18-1-9, 135-18-1B-1, 135-18-1B-2
APNS 123-110-09, 123-120-03, 123-120-05, 123-120-08, 123-120-09, 123-130-02, 123-130-04, 123-130-07, 123-130-08, 123-160-01, 123-160-03, 123-160-05, 123-160-08, 123-160-09, 123-100-09, 123-150-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35, AND 36, ALL OF TOWNSHIP 28 NORTH, RANGE 9 EAST, AND IN SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, ALL OF MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED DECEMBER 31, 1945, IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SO-CALLED INDIAN OLE OR MOUNTAIN MEADOWS RESERVOIR, INCLUDING THE DAM AND DAM SITE, EXTENDING ACROSS SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35 AND 36, TOWNSHIP 28 NORTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN, SO AS TO INCLUDE THE AREA LYING BETWEEN AND BELOW THE

4960 FOOT CONTOUR ON THE RED RIVER LUMBER COMPANY WESTWOOD DATUM, TOGETHER WITH A STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET ENTIRELY ENCIRCLING SAID RESERVOIR AND LYING CONTIGUOUS TO AND ON THE OUTSIDE OR UPHILL SIDE OF SAID CONTOUR AROUND SAID RESERVOIR FROM THE POINTS OPPOSITE THE TOE OF SAID DAM AND CONTIGUOUS TO AND ON THE DOWNSTREAM SIDE OF A LINE JOINING SAID OPPOSITE POINTS AND EXTENDING ALONG THE TOE OF SAID DAM.

LAND RECORDS OF THE PACIFIC GAS AND ELECTRIC COMPANY INDICATE THAT THE SPILLWAY ELEVATION OF 4958.84 FEET ON THE SAID RED RIVER LUMBER COMPANY WESTWOOD DATUM CORRESPONDS TO 5042.58 FEET ON THE U. S. GEOLOGICAL SURVEY DATUM.

LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTIONS 7 AND 8 THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 31, PAGE 423 OF OFFICIAL RECORDS OF LASSEN COUNTY.

ALSO LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7 AND 18, TOWNSHIP 28 NORTH, RANGE 9 EAST, THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 28, PAGE 279 OF DEEDS OF LASSEN COUNTY, BEING A 100 FOOT WIDE STRIP OF LAND.

ALSO LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7 AND 18, TOWNSHIP 28 NORTH, RANGE 9 EAST, THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 265, PAGE 266 OF OFFICIAL RECORDS OF SAID LASSEN COUNTY, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE PORTION OF THE SO-CALLED INDIAN OLE MOUNTAIN MEADOWS RESERVOIR AND OF THE STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET LYING CONTIGUOUS THERETO LYING NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CENTRAL PACIFIC RAILWAY CO., AS ESTABLISHED BY CONGRESSIONAL GRANT ON MARCH 2, 1899, AND NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE WESTERN PACIFIC RAILROAD, AS DESCRIBED IN THE DEED TO SAID WESTERN PACIFIC RAILROAD COMPANY, RECORDED DECEMBER 7, 1931 IN BOOK 28 OF DEEDS AT PAGE 279, LASSEN COUNTY RECORDS.

PARCEL THREE:

SBE: 135-18-1A-1, 135-18-1A-2, 135-32-19-2, 135-32-19A-1, 135-32-19A-2
LASSEN APN 123-110-01 PORTION; PLUMAS APN 01-15, 103-04, 103-06, 104-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 11, 12, 13, 14, 15, 16 AND 21, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, LOCATED IN THE COUNTIES OF LASSEN AND PLUMAS, AS RECORDED DECEMBER 31, 1945, IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, AND RECORDED JANUARY 26, 1946 IN VOLUME 83, PAGE 154 OF OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE BED AND BANKS OF HAMILTON BRANCH OF THE NORTH FORK OF FEATHER RIVER, SOMETIMES CALLED HAMILTON BRANCH CREEK, WITH ANY RIPARIAN RIGHTS PERTAINING THERETO WHICH MAY BELONG TO GRANTOR, AS WELL AS A STRIP OF LAND OF UNIFORM WIDTH OF 50 FEET ON EACH SIDE AND CONTIGUOUS TO SAID BED AND BANKS, LYING WESTERLY OR DOWNSTREAM FROM THE WESTERLY LINE OF THE LAND DESCRIBED AS PARCEL 4A IN SAID DOCUMENT, AND NORTHERLY OR UPSTREAM FROM THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED 1 IN THE DOCUMENT RECORDED IN VOLUME 81, PAGE 433 OF DEEDS OF SAID COUNTY OF PLUMAS.

LESS AND EXCEPT THAT PORTION LYING WITHIN THE PARCEL DESCRIBED AS PARCEL 9 OF THE DOCUMENT RECORDED IN VOLUME 64, PAGE 468 OF DEEDS OF SAID COUNTY OF PLUMAS, BEING A RAILROAD RIGHT OF WAY OF 150 FEET WIDTH.

PARCEL FOUR:

SBE: 135-18-001A-1, 135-32-19-4, 135-32-19A-4
LASSEN APN 123-110-01 PORTION; PLUMAS APN 01-15, 01-18, 106-01, 104-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 14, 15, 21 AND 22, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, LOCATED IN THE COUNTIES OF LASSEN AND PLUMAS, BEING THE PARCEL DESCRIBED AS PART 5, NUMBER 3 IN THE DOCUMENT RECORDED DECEMBER 31, 1945, IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, AND RECORDED JANUARY 26, 1946, VOLUME 83, PAGE 154, OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF UNIFORM WIDTH OF 300 FEET LYING EQUALLY ON EACH SIDE OF THE LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 87 ° 27' EAST 3320.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 43 ° 21.5' WEST 289.11 FEET; THENCE SOUTH 72 ° 15.5' WEST 402.78 FEET; THENCE NORTH 75 ° 24' WEST 209.61 FEET; THENCE SOUTH 75 ° 25' WEST 503.76 FEET; THENCE SOUTH 24 ° 39.5' WEST 525.17 FEET; THENCE SOUTH 53 ° 12' WEST 470.27 FEET; THENCE SOUTH 77 ° 28' WEST 1346.11 FEET; THENCE NORTH 72 ° 44' WEST 876.85 FEET; THENCE NORTH 53 ° 32' WEST 912.93 FEET; THENCE NORTH 78 ° 58' WEST 343.82 FEET; THENCE SOUTH 80 ° 21' WEST 356.69 FEET; THENCE SOUTH 77 ° 48' WEST 717.81 FEET; THENCE SOUTH 62 ° 04.5' WEST 372.78 FEET; THENCE SOUTH 51 ° 12' WEST 256.75 FEET; THENCE SOUTH 01 ° 53' WEST 273.00 FEET; THENCE SOUTH 14 ° 27' EAST 231.27 FEET; THENCE SOUTH 188.98 FEET; THENCE SOUTH 38 ° 10.5' WEST 422.59 FEET; THENCE SOUTH 80 ° 37' WEST 535.25 FEET; THENCE SOUTH 59 ° 35' WEST 215.34 FEET; THENCE SOUTH 07 ° 59' EAST 348.53 FEET; THENCE SOUTH 31 ° 41' EAST 763.54 FEET; THENCE SOUTH 36 ° 26.5' WEST 284.38 FEET; THENCE NORTH 84 ° 02' WEST 359.24 FEET; THENCE SOUTH 53 ° 18' WEST 143.53 FEET; THENCE SOUTH 27 ° 33' WEST 367.27 FEET; THENCE SOUTH 01 ° 11.5' WEST 700.54 FEET; THENCE SOUTH 21 ° 11.5' WEST 205.23 FEET; THENCE SOUTH 11 ° 04.5' WEST 312.83 FEET; THENCE SOUTH 15 ° 52.5' EAST 222.68 FEET; THENCE SOUTH 30 ° 16.5' EAST 362.43 FEET; THENCE SOUTH 04 ° 41' WEST 444.30 FEET; THENCE SOUTH 10 ° 04' EAST 258.70 FEET; THENCE SOUTH 49 ° 51' WEST 297.87 FEET; THENCE SOUTH 14 ° 38.5' WEST 233.66 FEET; THENCE SOUTH 05 ° 30.5' EAST 250.97 FEET; THENCE SOUTH 29 °

36.5' EAST 480.41 FEET; THENCE SOUTH 23 ° 43.5' WEST 321.22 FEET; THENCE SOUTH 84 ° 46.5' WEST 666.41 FEET TO A POINT THAT BEARS SOUTH 01 ° 41' EAST 61.25 FEET FROM THE WEST ONE-QUARTER CORNER OF SAID SECTION 22, THENCE NORTH 86 ° 51' WEST 306.63 FEET; THENCE SOUTH 76 ° 45.5' WEST 114.22 FEET; THENCE SOUTH 50 ° 45' WEST 97.30 FEET; THENCE SOUTH 12 ° 01.5' WEST 109.67 FEET; THENCE SOUTH 72 ° 10.5' WEST 1439.45 FEET TO THE EASTERLY LINE OF THE PARCEL DESCRIBED AS PART 5, NUMBER 2 IN SAID DOCUMENT.

LESS AND EXCEPT THAT PORTION THAT LIES WITHIN THE PARCEL DESCRIBED AS PART 5, NUMBER 1 IN SAID DOCUMENT.

ALSO LESS AND EXCEPT THAT PORTION LYING WITHIN THE PARCEL DESCRIBED AS PARCEL 9 OF THE DOCUMENT RECORDED IN VOLUME 64, PAGE 468 OF DEEDS OF THE COUNTY OF PLUMAS, BEING A RAILROAD RIGHT OF WAY OF 200 FEET WIDTH.

PARCEL FIVE:

SBE: 135-18-2-1
LASSEN APN 123-110-01 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 14, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED OCTOBER 26, 1953, IN VOLUME 93, PAGE 352 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE EASTERLY TERMINUS OF THE COURSE WHICH HAS A BEARING AND LENGTH OF SOUTH 77 ° 28' WEST 1346.11 FEET IN THE DESCRIBED CENTERLINE OF THE STRIP OF LAND DESCRIBED AND DESIGNATED 3 UNDER PART 5 IN THE DEED RECORDED IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 24 ° 40' EAST 153.43 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID STRIP OF LAND AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 53 ° 12' WEST 364.98 FEET TO A POINT DISTANT 300 FEET SOUTHERLY MEASURED AT RIGHT ANGLES TO SAID CENTER LINE COURSE; THENCE SOUTH 77 ° 28' WEST 823.63 FEET PARALLEL WITH SAID CENTER LINE COURSE; THENCE NORTH 72 ° 44' WEST 301.83 FEET TO THE SOUTHERLY LINE OF SAID STRIP OF LAND; THENCE NORTH 77 ° 28' EAST 1418.19 FEET, MORE OR LESS, ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

PARCEL SIX:

SBE: 135-32-31-1
PLUMAS APN 01-15

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS PARCEL 1 IN A DOCUMENT RECORDED AUGUST 4, 1954, IN VOLUME 77, PAGE 321 OF OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE COURSE WHICH HAS A BEARING AND LENGTH OF SOUTH 36 ° 26.5' WEST 284.38 FEET IN THE DESCRIBED CENTER LINE OF THE STRIP OF LAND DESCRIBED AND DESIGNATED 3 UNDER PART 5

IN THE DEED RECORDED IN VOLUME 83, PAGE 154 OF DEEDS OF SAID COUNTY; THENCE SOUTH 87 ° 37' EAST 181.05 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 31 ° 41' EAST 161.65 FEET TO A POINT DISTANT 300 FEET SOUTHEASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE NORTHEASTERLY PROLONGATION OF SAID CENTER LINE COURSE; THENCE SOUTH 36 ° 26.5' WEST 323.05 FEET PARALLEL WITH SAID CENTER LINE COURSE; THENCE NORTH 84 ° 02' WEST 174.04 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND; THENCE NORTH 36 ° 26.5' EAST 471.57 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING.

PARCEL SEVEN:

SBE: 135-32-31-2
PLUMAS APN 01-15

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS PARCEL 2 IN A DOCUMENT RECORDED AUGUST 4, 1954, IN VOLUME 77, PAGE 321 OF OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE COURSE WHICH HAS A BEARING AND LENGTH OF SOUTH 38 ° 10.5' WEST 422.59 FEET IN THE DESCRIBED CENTER LINE OF THE STRIP OF LAND DESCRIBED AND DESIGNATED 3 UNDER PART 5 IN THE DEED RECORDED IN VOLUME 83, PAGE 154 OF DEEDS OF SAID COUNTY; THENCE SOUTH 70 ° 55' EAST 158.73 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 242.69 FEET TO A POINT DISTANT 300 FEET SOUTHEASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) SAID CENTER LINE COURSE; THENCE SOUTH 38 ° 10.5' WEST 177.86 FEET PARALLEL WITH SAID CENTER LINE COURSE; THENCE SOUTH 80 ° 37' WEST 222.34 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND; THENCE NORTH 38 ° 10.5' EAST 532.77 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING.

PG&E Admin Block – Mountain Meadows – Retained – Feather River Land Trust

Attach to LD: 2128-09-10003

Area, Region or Location: 6
Land Service Office: Redding
Line of Business: Hydro (24)
Business Doc Type: Conveyances Out
MTRSQ: 21.28.08.21.14, 21.28.08.21.13, 21.28.08.21.24, 21.28.08.21.21, 21.28.08.22.44, 21.28.08.22.43, 21.28.08.16.12, 21.28.08.16.24, 21.28.08.16.21, 21.28.08.16.23, 21.28.08.16.22, 21.28.08.15.44, 21.28.08.15.41, 21.28.08.15.14, 21.28.08.15.11, 21.28.08.15.43, 21.28.08.15.42, 21.28.08.15.13, 21.28.08.15.12, 21.28.08.15.34, 21.28.08.15.31, 21.28.08.15.33, 21.28.08.15.32, 21.28.08.14.44, 21.28.08.14.41, 21.28.08.14.14, 21.28.08.14.43, 21.28.08.14.42, 21.28.08.11.23, 21.28.08.11.22, 21.28.08.12.33, 21.28.08.13.44, 21.28.08.13.41, 21.28.08.13.43, 21.28.08.13.42, 21.28.08.13.13, 21.28.08.13.12, 21.28.08.13.24, 21.28.08.13.21, 21.28.08.13.23, 21.28.08.13.22, 21.28.09.17.23, 21.28.09.17.22, 21.28.09.18.44, 21.28.09.18.41, 21.28.09.18.14, 21.28.09.18.11, 21.28.09.18.43, 21.28.09.18.42, 21.28.09.18.13, 21.28.09.18.12, 21.28.09.18.34, 21.28.09.18.31, 21.28.09.18.24, 21.28.09.18.21, 21.28.09.18.33, 21.28.09.18.32, 21.28.09.18.23, 21.28.09.18.22, 21.28.09.19.41, 21.28.09.19.14, 21.28.09.19.11, 21.28.09.20.44, 21.28.09.20.41, 21.28.09.20.14, 21.28.09.20.11, 21.28.09.20.13, 21.28.09.20.12, 21.28.09.17.44, 21.28.09.17.41, 21.28.09.17.43, 21.28.09.17.42, 21.28.09.17.13, 21.28.09.17.12, 21.28.09.17.34, 21.28.09.17.31, 21.28.09.17.24, 21.28.09.17.21, 21.28.09.17.33, 21.28.09.17.32, 21.28.09.08.33, 21.28.09.09.24, 21.28.09.09.32, 21.28.09.09.23, 21.28.09.09.22, 21.28.09.16.44, 21.28.09.16.41, 21.28.09.16.14, 21.28.09.16.11, 21.28.09.16.43, 21.28.09.16.42, 21.28.09.16.13, 21.28.09.16.12, 21.28.09.16.34, 21.28.09.16.31, 21.28.09.16.24, 21.28.09.16.21, 21.28.09.16.33, 21.28.09.16.32, 21.28.09.16.23, 21.28.09.16.22, 21.28.09.21.34, 21.28.09.21.33, 21.28.09.21.32, 21.28.09.28.14, 21.28.09.28.11, 21.28.09.28.13, 21.28.09.28.12, 21.28.09.28.21, 21.28.09.27.44, 21.28.09.27.41, 21.28.09.27.14, 21.28.09.27.11, 21.28.09.27.43, 21.28.09.27.42, 21.28.09.27.13, 21.28.09.27.12, 21.28.09.27.34, 21.28.09.27.31, 21.28.09.27.21, 21.28.09.27.22, 21.28.09.22.44, 21.28.09.22.41, 21.28.09.22.14, 21.28.09.22.11, 21.28.09.22.43, 21.28.09.22.42, 21.28.09.22.13, 21.28.09.22.12, 21.28.09.22.34, 21.28.09.22.31, 21.28.09.22.24, 21.28.09.22.21, 21.28.09.22.33, 21.28.09.22.32, 21.28.09.22.23, 21.28.09.22.22, 21.28.09.15.44, 21.28.09.15.41, 21.28.09.15.14, 21.28.09.15.11, 21.28.09.15.43, 21.28.09.15.42, 21.28.09.15.13, 21.28.09.15.12, 21.28.09.15.34, 21.28.09.15.31, 21.28.09.15.24, 21.28.09.15.21, 21.28.09.15.33, 21.28.09.15.32, 21.28.09.15.23, 21.28.09.15.22, 21.28.09.10.31, 21.28.09.10.32, 21.28.09.10.23, 21.28.09.14.41, 21.28.09.14.14, 21.28.09.14.43, 21.28.09.14.42, 21.28.09.14.13, 21.28.09.14.34, 21.28.09.14.31, 21.28.09.14.24, 21.28.09.14.21, 21.28.09.14.33, 21.28.09.14.32, 21.28.09.14.23, 21.28.09.14.22, 21.28.09.23.44, 21.28.09.23.41, 21.28.09.23.14, 21.28.09.23.11, 21.28.09.23.43, 21.28.09.23.42, 21.28.09.23.13, 21.28.09.23.12, 21.28.09.23.34, 21.28.09.23.31, 21.28.09.23.24, 21.28.09.23.21, 21.28.09.23.33, 21.28.09.23.32, 21.28.09.23.23, 21.28.09.23.22, 21.28.09.26.44, 21.28.09.26.41, 21.28.09.26.14, 21.28.09.26.11, 21.28.09.26.43, 21.28.09.26.42, 21.28.09.26.13, 21.28.09.26.12, 21.28.09.26.34, 21.28.09.26.31, 21.28.09.26.24, 21.28.09.26.21, 21.28.09.26.33, 21.28.09.26.32, 21.28.09.26.23, 21.28.09.26.22, 21.28.09.35.44, 21.28.09.35.41, 21.28.09.35.14, 21.28.09.35.11, 21.28.09.35.42, 21.28.09.35.13, 21.28.09.35.12, 21.28.09.35.24, 21.28.09.35.21, 21.28.09.35.22, 21.28.09.36.44, 21.28.09.36.41, 21.28.09.36.14, 21.28.09.36.11, 21.28.09.36.43, 21.28.09.36.42, 21.28.09.36.13, 21.28.09.36.12, 21.28.09.36.34, 21.28.09.36.31, 21.28.09.36.24, 21.28.09.36.33, 21.28.09.36.32, 21.28.09.25.44, 21.28.09.25.43, 21.28.09.25.34, 21.28.09.25.31, 21.28.09.25.33, 21.28.09.25.32, 21.28.09.24.44, 21.28.09.24.43, 21.28.09.24.34, 21.28.09.24.33, 21.28.09.13.33
FERC License Number: N/A
PG&E Drawing Number: N/A
Plat No.: N/A
LD of Affected Documents: N/A
LD of Cross Referenced Documents: N/A
Type of interest: Agreements (56), Baseline Report for Conservation Easement (76), Conservation Easements (55), Conveyances Out (11), CPUC 851 Approval (79), Easements Granted over Fee Lands (11C), Land Conservation and Conveyance Plans (77), Licenses from PGE (68), Title Policy (75)
SBE Parcel: 135-18-1-5, 135-18-1-6, 135-18-1-7, 135-18-1-8, 135-18-1-9, 135-18-1-10, 135-18-1-11, 135-18-1-12, 135-18-1-13, 135-18-1-14, 135-18-1A-1, 135-18-1A-2, 135-18-2-1, 135-32-19-2, 135-32-19-4, 135-32-19A-1, 135-32-19A-2, 135-32-19A-3, 135-32-19A-4, 135-32-31-1, 135-32-31-2, 123-160-01-11, 123-160-03-11, 123-160-05-11, 123-160-08-11, 123-160-09-11
% Being Quitclaimed: N/A
Order or PM: 2025565
JCN: N/A
County: Lassen, Plumas
Utility Notice Number: N/A
851 Approval Application No: N/A ;Decision: N/A
Prepared By: dqmm
Checked By: S2PO
Approved By: SMTK (9/30/18)

SCHEDULES

Schedule 1.1 List of PG&E Personnel with Knowledge (Hamilton Branch)

Seth Perez: Strategic Agreement Consultant, Power Gen Portfolio Strategy

Jenn Scott: Strategic Agreement Consultant, Power Gen Portfolio Strategy

Rob Reidlinger: Area Manager, Hydro Operations and Maintenance

Mike Evans: Generation Supervisor

Luke Friedrichs: Supervisor, Hydro Operations and Maintenance

Chris Duffey: Dam Safety Engineer

Luke Smith: Environmental Field Specialist, Environmental Management

Sam Hillaire: Environmental Land Planner

Justin Gibson: Land Agent

Schedule 2.1(a) Project Description

The Hamilton Branch Project is a 4.9 megawatt (MW) hydroelectric project located on and near Lake Almanor, in Plumas and Lassen Counties, California. Red River Lumber company constructed the Project and commenced operations in 1921. PG&E acquired the Project in 1946.

The Project's principal facilities include Mountain Meadows Reservoir, with a surface area of approximately 5,746 acres at maximum pool elevation and usable storage of 23,942 acre-feet; Indian Ole dam, a 264' long, 26' high, metal panel flashboard dam supported by steel beams and wood bracing on a concrete foundation; the main diversion from the Hamilton Branch of the North Fork of the Feather River, a timber crib diversion, with grizzlies and a radial gate; 3.3 miles of canal (1.3 miles of unlined or gunite-lined canal plus 1.97 miles concrete bench); the Clear Creek diversion and lift; the Red Bridge diversion and lift; a concrete header box with screen, automated rake and a radial gate; a 0.4-mile-long penstock composed of 900 feet of 60-inch welded steel, 721 feet of 54-inch riveted steel, 597 feet of 48-inch riveted steel, and 21 feet of 34-inch steel , and a two-unit 4.8 MW powerhouse containing Allis Chalmers Francis turbines attached to General Electric generators with 2.4 kil0volt bus voltage and a tailwater to Lake Almanor.

Schedule 2.1(b) Tangible Personal Property

Hamilton Branch Project

Powerhouse office

1) Desk
2) Chair
3) File cabinet
4) Bookcase
5) Table
6) Miscellaneous office equipment
7) Printer
8) Microwave
9) Print rack with prints
10) Existing historic operational documents
11) AED

Powerhouse Main Floor

1) Flammable storage cabinet
2) Fire extinguishers
3) Various cabinets with consumable parts and supplies
4) Hazardous materials storage tray
5) Print table with whiteboards mounted on cabinets
6) Hazmat pig spill kit on wheels
7) Eye wash station
8) Grounds
9) Garbage cans
10) Miscellaneous shelving
11) Workbench with vise
12) Station air compressor

Garage

1) Flashboards for Hamilton Branch Diversion Dam

Indian Ole Dam

Storage Building

1) Pike poles
2) Flashboards

In Control Building

1) Logbook

Hamilton Branch Diversion Dam

Canal Headgate Building

1) Logbook

Storage Shed

1) Flashboards

Red Bridge Pump/Diversion Dam

Pump Control Building

1) Logbook

Clear Creek Pump/Diversion Dam

Pump Control Building

1) Logbook

Schedule 2.1(c) Fee Parcels

PARCEL ONE:

SBE: 135-32-19A-3
PLUMAS APN 106-01 AND 104-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 21, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEING THE PARCEL DESCRIBED AS PART 5 NUMBER 2 IN A DOCUMENT RECORDED JANUARY 2, 1946, IN VOLUME 83, PAGE 154, OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 21; THENCE SOUTH 70 ° 09' WEST 2003.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 4 ° 29' 30" EAST 73.82 FEET; THENCE NORTH 5 ° 55' 30" EAST 50.0 FEET; THENCE NORTH 7 ° 21' 30" EAST 50.0 FEET; THENCE NORTH 8 ° 21' 30" EAST 35.0 FEET; THENCE SOUTH 72 ° 10' 30" WEST 610.0 FEET TO THE EASTERLY LINE OF THE PARCEL OF LAND DESIGNATED 1 IN THE DEED EXECUTED BY THE RED RIVER LUMBER COMPANY TO GREAT WESTERN POWER COMPANY OF CALIFORNIA RECORDED IN VOLUME 81, PAGE 433 OF DEEDS OF SAID COUNTY; THENCE ALONG SAID EASTERLY LINE, BEING THE 4500 CONTOUR, THE FOLLOWING APPROXIMATE COURSES: SOUTH 32 ° 36' 30" WEST 240.42 FEET; SOUTH 1 ° 21' WEST 478.92 FEET; THENCE NORTH 72 ° 10' 30" EAST 711.64 FEET; THENCE NORTH 4 ° 29' 30" EAST 449.57 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

SBE: 135-18-1-10; 135-18-1-11, 135-18-1-12, 135-18-1-13, 135-18-1-14, 135-18-1-5, 135-18-1-6, 135-18-1-7, 135-18-1-8, 135-18-1-9, 135-18-1B-1, 135-18-1B-2
APNS 123-110-09, 123-120-03, 123-120-05, 123-120-08, 123-120-09, 123-130-02, 123-130-04, 123-130-07, 123-130-08, 123-160-01, 123-160-03, 123-160-05, 123-160-08, 123-160-09, 123-100-09, 123-150-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35, AND 36, ALL OF TOWNSHIP 28 NORTH, RANGE 9 EAST, AND IN SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, ALL OF MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED DECEMBER 31, 1945, IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE SO-CALLED INDIAN OLE OR MOUNTAIN MEADOWS RESERVOIR, INCLUDING THE DAM AND DAM SITE, EXTENDING ACROSS SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7, 8, 9, 10, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 35 AND 36, TOWNSHIP 28 NORTH, RANGE 9 EAST, MOUNT DIABLO BASE AND MERIDIAN, SO AS TO INCLUDE THE AREA LYING BETWEEN

AND BELOW THE 4960 FOOT CONTOUR ON THE RED RIVER LUMBER COMPANY WESTWOOD DATUM, TOGETHER WITH A STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET ENTIRELY ENCIRCLING SAID RESERVOIR AND LYING CONTIGUOUS TO AND ON THE OUTSIDE OR UPHILL SIDE OF SAID CONTOUR AROUND SAID RESERVOIR FROM THE POINTS OPPOSITE THE TOE OF SAID DAM AND CONTIGUOUS TO AND ON THE DOWNSTREAM SIDE OF A LINE JOINING SAID OPPOSITE POINTS AND EXTENDING ALONG THE TOE OF SAID DAM.

LAND RECORDS OF THE PACIFIC GAS AND ELECTRIC COMPANY INDICATE THAT THE SPILLWAY ELEVATION OF 4958.84 FEET ON THE SAID RED RIVER LUMBER COMPANY WESTWOOD DATUM CORRESPONDS TO 5042.58 FEET ON THE U. S. GEOLOGICAL SURVEY DATUM.

LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTIONS 7 AND 8 THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 31, PAGE 423 OF OFFICIAL RECORDS OF LASSEN COUNTY.

ALSO LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7 AND 18, TOWNSHIP 28 NORTH, RANGE 9 EAST, THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 28, PAGE 279 OF DEEDS OF LASSEN COUNTY, BEING A 100 FOOT WIDE STRIP OF LAND.

ALSO LESS AND EXCEPT ALL THAT PORTION SITUATE IN SAID SECTION 13, TOWNSHIP 28 NORTH, RANGE 8 EAST, AND SAID SECTIONS 7 AND 18, TOWNSHIP 28 NORTH, RANGE 9 EAST, THAT LIES WITHIN THAT CERTAIN PARCEL OF LAND CONVEYED IN A DEED RECORDED IN BOOK 265, PAGE 266 OF OFFICIAL RECORDS OF SAID LASSEN COUNTY, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE PORTION OF THE SO-CALLED INDIAN OLE MOUNTAIN MEADOWS RESERVOIR AND OF THE STRIP OF LAND OF THE UNIFORM WIDTH OF 100 FEET LYING CONTIGUOUS THERETO LYING NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE CENTRAL PACIFIC RAILWAY CO., AS ESTABLISHED BY CONGRESSIONAL GRANT ON MARCH 2, 1899, AND NORTH OF THE NORTH LINE OF THE RIGHT OF WAY OF THE WESTERN PACIFIC RAILROAD, AS DESCRIBED IN THE DEED TO SAID WESTERN PACIFIC RAILROAD COMPANY, RECORDED DECEMBER 7, 1931 IN BOOK 28 OF DEEDS AT PAGE 279, LASSEN COUNTY RECORDS.

PARCEL THREE:

SBE: 135-18-1A-1, 135-18-1A-2, 135-32-19-2, 135-32-19A-1, 135-32-19A-2
LASSEN APN 123-110-01 PORTION; PLUMAS APN 01-15, 103-04, 103-06, 104-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 11, 12, 13, 14, 15, 16 AND 21, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, LOCATED IN THE COUNTIES OF LASSEN AND PLUMAS, AS RECORDED DECEMBER 31, 1945, IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, AND RECORDED JANUARY 26, 1946 IN VOLUME 83, PAGE 154

OF OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

THE BED AND BANKS OF HAMILTON BRANCH OF THE NORTH FORK OF FEATHER RIVER, SOMETIMES CALLED HAMILTON BRANCH CREEK, WITH ANY RIPARIAN RIGHTS PERTAINING THERETO WHICH MAY BELONG TO GRANTOR, AS WELL AS A STRIP OF LAND OF UNIFORM WIDTH OF 50 FEET ON EACH SIDE AND CONTIGUOUS TO SAID BED AND BANKS, LYING WESTERLY OR DOWNSTREAM FROM THE WESTERLY LINE OF THE LAND DESCRIBED AS PARCEL 4A IN SAID DOCUMENT, AND NORTHERLY OR UPSTREAM FROM THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED 1 IN THE DOCUMENT RECORDED IN VOLUME 81, PAGE 433 OF DEEDS OF SAID COUNTY OF PLUMAS.

LESS AND EXCEPT THAT PORTION LYING WITHIN THE PARCEL DESCRIBED AS PARCEL 9 OF THE DOCUMENT RECORDED IN VOLUME 64, PAGE 468 OF DEEDS OF SAID COUNTY OF PLUMAS, BEING A RAILROAD RIGHT OF WAY OF 150 FEET WIDTH.

PARCEL FOUR:

SBE: 135-18-001A-1, 135-32-19-4, 135-32-19A-4
LASSEN APN 123-110-01 PORTION; PLUMAS APN 01-15, 01-18, 106-01, 104-04

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTIONS 14, 15, 21 AND 22, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, LOCATED IN THE COUNTIES OF LASSEN AND PLUMAS, BEING THE PARCEL DESCRIBED AS PART 5, NUMBER 3 IN THE DOCUMENT RECORDED DECEMBER 31, 1945, IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, AND RECORDED JANUARY 26, 1946, VOLUME 83, PAGE 154, OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF UNIFORM WIDTH OF 300 FEET LYING EQUALLY ON EACH SIDE OF THE LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 14; THENCE SOUTH 87 ° 27' EAST 3320.24 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 43 ° 21.5' WEST 289.11 FEET; THENCE SOUTH 72 ° 15.5' WEST 402.78 FEET; THENCE NORTH 75 ° 24' WEST 209.61 FEET; THENCE SOUTH 75 ° 25' WEST 503.76 FEET; THENCE SOUTH 24 ° 39.5' WEST 525.17 FEET; THENCE SOUTH 53 ° 12' WEST 470.27 FEET; THENCE SOUTH 77 ° 28' WEST 1346.11 FEET; THENCE NORTH 72 ° 44' WEST 876.85 FEET; THENCE NORTH 53 ° 32' WEST 912.93 FEET; THENCE NORTH 78 ° 58' WEST 343.82 FEET; THENCE SOUTH 80 ° 21' WEST 356.69 FEET; THENCE SOUTH 77 ° 48' WEST 717.81 FEET; THENCE SOUTH 62 ° 04.5' WEST 372.78 FEET; THENCE SOUTH 51 ° 12' WEST 256.75 FEET; THENCE SOUTH 01 ° 53' WEST 273.00 FEET; THENCE SOUTH 14 ° 27' EAST 231.27 FEET; THENCE SOUTH 188.98 FEET; THENCE SOUTH 38 ° 10.5' WEST 422.59 FEET; THENCE SOUTH 80 ° 37' WEST 535.25 FEET; THENCE SOUTH 59 ° 35' WEST 215.34 FEET; THENCE SOUTH 07 ° 59' EAST 348.53

FEET; THENCE SOUTH 31 ° 41' EAST 763.54 FEET; THENCE SOUTH 36 ° 26.5' WEST 284.38 FEET; THENCE NORTH 84 ° 02' WEST 359.24 FEET; THENCE SOUTH 53 ° 18' WEST 143.53 FEET; THENCE SOUTH 27 ° 33' WEST 367.27 FEET; THENCE SOUTH 01 ° 11.5' WEST 700.54 FEET; THENCE SOUTH 21 ° 11.5' WEST 205.23 FEET; THENCE SOUTH 11 ° 04.5' WEST 312.83 FEET; THENCE SOUTH 15 ° 52.5' EAST 222.68 FEET; THENCE SOUTH 30 ° 16.5' EAST 362.43 FEET; THENCE SOUTH 04 ° 41' WEST 444.30 FEET; THENCE SOUTH 10 ° 04' EAST 258.70 FEET; THENCE SOUTH 49 ° 51' WEST 297.87 FEET; THENCE SOUTH 14 ° 38.5' WEST 233.66 FEET; THENCE SOUTH 05 ° 30.5' EAST 250.97 FEET; THENCE SOUTH 29 ° 36.5' EAST 480.41 FEET; THENCE SOUTH 23 ° 43.5' WEST 321.22 FEET; THENCE SOUTH 84 ° 46.5' WEST 666.41 FEET TO A POINT THAT BEARS SOUTH 01 ° 41' EAST 61.25 FEET FROM THE WEST ONE-QUARTER CORNER OF SAID SECTION 22, THENCE NORTH 86 ° 51' WEST 306.63 FEET; THENCE SOUTH 76 ° 45.5' WEST 114.22 FEET; THENCE SOUTH 50 ° 45' WEST 97.30 FEET; THENCE SOUTH 12 ° 01.5' WEST 109.67 FEET; THENCE SOUTH 72 ° 10.5' WEST 1439.45 FEET TO THE EASTERLY LINE OF THE PARCEL DESCRIBED AS PART 5, NUMBER 2 IN SAID DOCUMENT.

LESS AND EXCEPT THAT PORTION THAT LIES WITHIN THE PARCEL DESCRIBED AS PART 5, NUMBER 1 IN SAID DOCUMENT.

ALSO LESS AND EXCEPT THAT PORTION LYING WITHIN THE PARCEL DESCRIBED AS PARCEL 9 OF THE DOCUMENT RECORDED IN VOLUME 64, PAGE 468 OF DEEDS OF THE COUNTY OF PLUMAS, BEING A RAILROAD RIGHT OF WAY OF 200 FEET WIDTH.

PARCEL FIVE:

SBE: 135-18-2-1
LASSEN APN 123-110-01 PORTION

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 14, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS RECORDED OCTOBER 26, 1953, IN VOLUME 93, PAGE 352 OF OFFICIAL RECORDS OF THE COUNTY OF LASSEN, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE EASTERLY TERMINUS OF THE COURSE WHICH HAS A BEARING AND LENGTH OF SOUTH 77 ° 28' WEST 1346.11 FEET IN THE DESCRIBED CENTERLINE OF THE STRIP OF LAND DESCRIBED AND DESIGNATED 3 UNDER PART 5 IN THE DEED RECORDED IN BOOK 33, PAGE 567 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 24 ° 40' EAST 153.43 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID STRIP OF LAND AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 53 ° 12' WEST 364.98 FEET TO A POINT DISTANT 300 FEET SOUTHERLY MEASURED AT RIGHT ANGLES TO SAID CENTER LINE COURSE; THENCE SOUTH 77 ° 28' WEST 823.63 FEET PARALLEL WITH SAID CENTER LINE COURSE; THENCE NORTH 72 ° 44' WEST 301.83 FEET TO THE SOUTHERLY LINE OF SAID STRIP OF LAND; THENCE NORTH 77 ° 28' EAST 1418.19 FEET, MORE OR LESS, ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

PARCEL SIX:

SBE: 135-32-31-1
PLUMAS APN 01-15

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS PARCEL 1 IN A DOCUMENT RECORDED AUGUST 4, 1954, IN VOLUME 77, PAGE 321 OF OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE COURSE WHICH HAS A BEARING AND LENGTH OF SOUTH 36 ° 26.5' WEST 284.38 FEET IN THE DESCRIBED CENTER LINE OF THE STRIP OF LAND DESCRIBED AND DESIGNATED 3 UNDER PART 5 IN THE DEED RECORDED IN VOLUME 83, PAGE 154 OF DEEDS OF SAID COUNTY; THENCE SOUTH 87 ° 37' EAST 181.05 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 31 ° 41' EAST 161.65 FEET TO A POINT DISTANT 300 FEET SOUTHEASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) THE NORTHEASTERLY PROLONGATION OF SAID CENTER LINE COURSE; THENCE SOUTH 36 ° 26.5' WEST 323.05 FEET PARALLEL WITH SAID CENTER LINE COURSE; THENCE NORTH 84 ° 02' WEST 174.04 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND; THENCE NORTH 36 ° 26.5' EAST 471.57 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING.

PARCEL SEVEN:

SBE: 135-32-31-2
PLUMAS APN 01-15

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN SECTION 15, TOWNSHIP 28 NORTH, RANGE 8 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS PARCEL 2 IN A DOCUMENT RECORDED AUGUST 4, 1954, IN VOLUME 77, PAGE 321 OF OFFICIAL RECORDS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED THEREIN AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY TERMINUS OF THE COURSE WHICH HAS A BEARING AND LENGTH OF SOUTH 38 ° 10.5' WEST 422.59 FEET IN THE DESCRIBED CENTER LINE OF THE STRIP OF LAND DESCRIBED AND DESIGNATED 3 UNDER PART 5 IN THE DEED RECORDED IN VOLUME 83, PAGE 154 OF DEEDS OF SAID COUNTY; THENCE SOUTH 70 ° 55' EAST 158.73 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF LAND AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 242.69 FEET TO A POINT DISTANT 300 FEET SOUTHEASTERLY FROM (MEASURED AT A RIGHT ANGLE TO) SAID CENTER LINE COURSE; THENCE SOUTH 38 ° 10.5' WEST 177.86 FEET PARALLEL WITH SAID CENTER LINE COURSE; THENCE SOUTH 80 ° 37' WEST 222.34 FEET TO THE SOUTHEASTERLY LINE OF SAID STRIP OF

LAND; THENCE NORTH 38 ° 10.5' EAST 532.77 FEET, MORE OR LESS, ALONG SAID SOUTHEASTERLY LINE TO THE POINT OF BEGINNING.

Schedule 2.1(d) Governmental Approvals, Permits and Consents

- 1989 CDFW Agreement

Schedule 2.1(e) Hamilton Branch Water Rights

Summary of Hamilton Branch Water Rights

Lic No	SWDU No.	Priority/First Use	Description (name of works)	Point of Diversion	Place of Use	Type of Use (2)	Water Right Class
	926	1926	Mt. Meadows Reservoir (1)	Hamilton Branch	Hamilton Branch PH	I, P	Prescription
	927	1926	Hamilton Branch Flume	Hamilton Branch	Hamilton Branch PH	P	Riparian
	928	1926	Red Bridge Pump	Hamilton Branch	Hamilton Branch PH	P	Riparian
	929	1926	Clear Creek Feeder	Clear Creek	Hamilton Branch PH	P	Riparian
	930	1926	Spring Creek	Spring Creek	NA	P	Riparian
(P20606)		12/5/1980	Indian Ole Dam	Hamilton Branch trib. to NF Feather River	Hamilton Branch Powerhouse	S	Permit

(1) Western Canal Water District uses this water right for irrigation pursuant to agreement with PG&E.
(2) I: Irrigation, P: Power Generation, S: Storage

Schedule 2.1(f) Project Records

Number	Document Name	Previously Provided?	To be provided or updated upon close (Y/N)
1	Flow and Generation Records		Y
2	Equipment testing reports and logbooks (e.g., relay test reports, startup and test data, battery test logbook, auto tests records, etc.)		Y
3	Oil Test Results Records		Y
4	Operator Read Sheets		Y
5	Equipment History Records		Y
6	Penstock Inspection Records (including monthly)		Y
7	Arc Flash Label Info / Study Record		Y
8	Maintenance Records (including SAP work history)		Y
9	Powerhouse prints (equipment drawings/diagrams)		Y
10	Dam safety records		Y
11	Water rights records (statements of diversion and use)		Y
12	Land rights documents		Y
13	Conservation easement and related documents (Baseline Documentation Report, annual reports)		Y
14	Environmental plans and permits (e.g., Permit to Operate Air Pressure Tank, Hazardous Materials Business Plan, etc.)		Y
15	Historic financial/cost records		Y
16	O&M books and manuals (e.g, Description of Operation, manufacturer books, etc.)		Y
17	Ground Grid Study Records		Y

Schedule 2.1(g) Assumed Contracts

1. None

Schedule 2.1(h) Leases

PG&E L.D.	Document Title	Lessee	Date
2128- 08-10032	INDIAN OLE DAY USE AREA GROUND LEASE AGREEMENT FOR RECREATIONAL USE	Mountain Meadows Conservancy	2/14/2022
2128-08-10177	LICENSE AGREEMENT FOR A RIGHT OF ENTRY FOR TEMPORARY USE	Almanor Fishing Association	TBD
2128-08-0397	AGREEMENT BETWEEN THE CALIFORNIA DEPARTMENT OF FISH AND GAME AND PACIFIC GAS AND ELECTRIC COMPANY	Department of Fish and Game	12/14/1989
2128-09-10007	FIRST AMENDMENT TO LICENSE AGREEMENT FOR NON-INVASIVE INVESTIGATION ACTIVITIES	Plumas Corporation	TBD

Schedule 2.2 Excluded Assets

1. None

Schedule 3.1: Obligations regarding operation, maintenance and repair of certain Assets.

Seller's obligations to operate, maintain and repair the Assets in accordance with all Government Rules and Prudent Utility Practices, as provided in Sections 3.1(b), (c) and (d) of the Agreement, is supplemented as follows:

A. The Parties agree that repairs, remediation and/or removal of the following Assets are or will be necessary for compliance with applicable safety and regulatory standards, and to satisfy Prudent Utility Practice. Without otherwise limiting or modifying Sections 3.1(b) or 3.1(c) of the Agreement, the Parties agree to the following allocation of responsibilities and the respective timelines with respect to the following Assets:

1. Clear Creek Diversion. It shall be Buyer's responsibility to repair or remove the Clear Creek Diversion and associated facilities, which shall occur after Closing. .

2. Red Bridge Diversion. It shall be Buyer's responsibility to repair or remove the Red Bridge Diversion and associated facilities, which shall occur after Closing.

3. Red Bridge Vehicle Bridge. It shall be Buyer's responsibility to repair or replace the Red Bridge Vehicle Bridge, which shall occur after Closing.

4. Indian Ole Dam.

   a. Seller's obligations with respect to Indian Ole Dam are to perform a geotechnical analysis and to develop recommendations for repairs which are to be provided to Buyer. The subsequent recommendations for repairs may range from no repairs needed to needing significant abutment/leakage repairs and the installation of ground anchors.

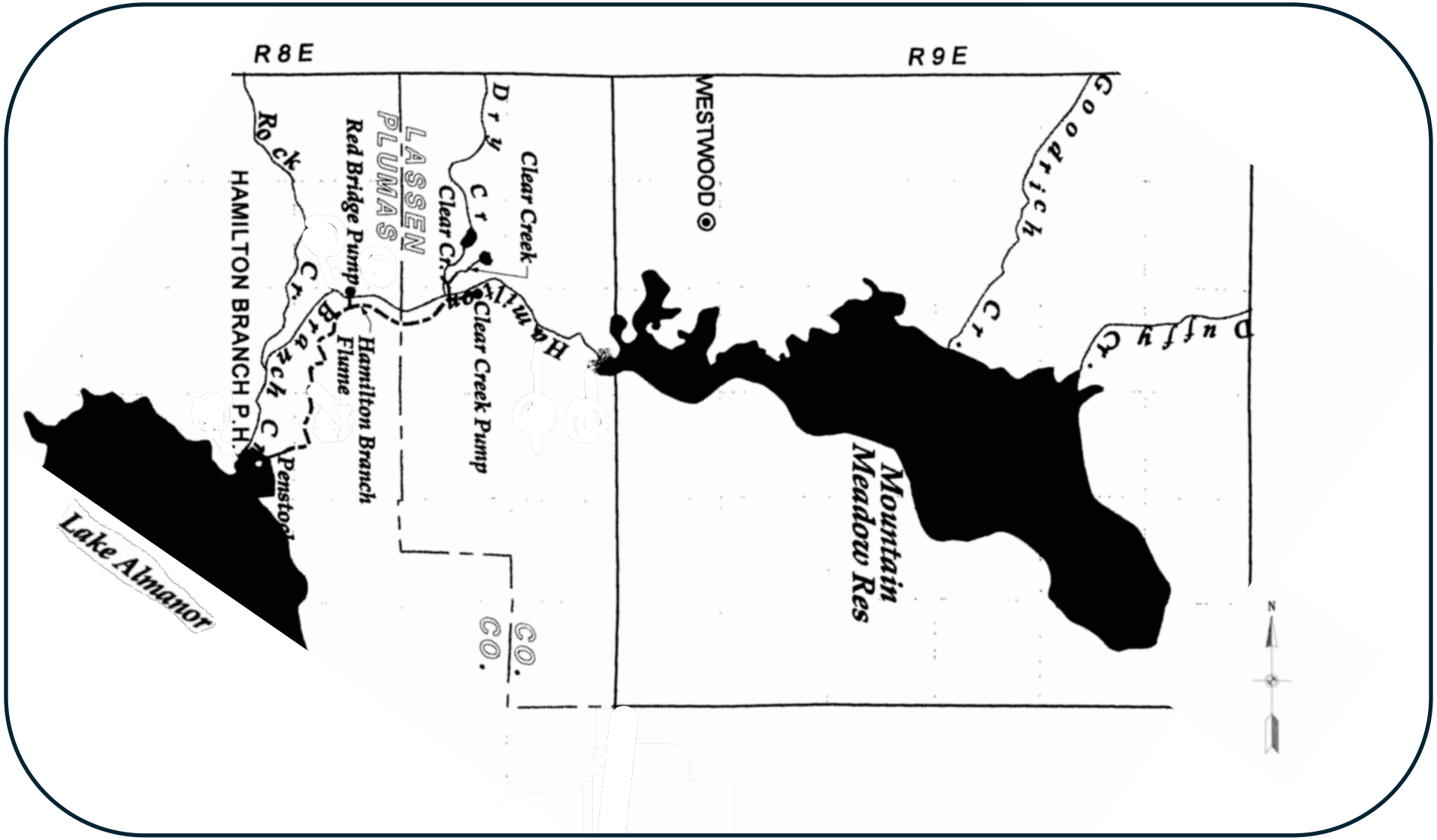
   b. The repairs and remediation performed by Buyer, and developed pursuant to the recommendations contemplated in Section (A)(4) of this Schedule 3.1(c) shall be designed and estimated by the Buyer to a level that satisfies a factor of safety that is consistent with the standards established in the FERC Part 12 guidelines for Safety of Water Power Projects and Project Works (18 C.F.R. Part 12) and sufficient for the Buyer to obtain a certificate of approval from the California Department of Water Resources, Division of Safety and Dams, pursuant to California Water Code Section 6000 *et seq*., including, but not limited to, Section 6363, and all applicable regulations. Buyer shall be responsible for the development of the estimate, design, execution of the repairs, and obtaining all necessary approvals.

B. Except as provided above with respect to Clear Creek Diversion, Red Bridge Diversion, and the Red Bridge Vehicle Bridge, this Schedule 3.1 shall not affect or in any way modify Seller's obligations under Section 3.1 or any other section of the Agreement.

C. For the avoidance of doubt, Buyer's assumption of the repair and/or removal responsibilities identified herein does not provide Seller with any right of action against Buyer.

ATTACHMENT B

Attachment B – Hamilton Branch Project Map



ATTACHMENT C

Pacific Gas and Electric

Hamilton Branch Hydro, LLC

(DOLLARS)

1 SALES PROCEEDS

Transfer Payment	(19,260,000)
Less: Transaction/Closing Costs (Estimated)	(75,000)
Net Sales Proceeds	(19,335,000)
Less: Improvement Costs related to Sale (Estimated)	(1,800,000)
Net Sales Proceeds including estimated improvement costs	**(21,135,000)**

2 ALLOCATION OF SALES PROCEEDS BASED ON THE HISTORICAL COST OF PROPERTY

	Historical Cost	Proportional %
Non-Depreciable Property (Land)	540,240	6.09%
Depreciable Property	8,329,494	93.91%
CWIP	-	0.00%
	8,869,734	100.00%

		Historical	Net	Sales	Pre-Tax		Book	
3	**GROSS GAIN/(LOSS) ON SALE**	Cost	Book Value	Proceeds	Gain/(Loss)		NBV	
	Non-Depreciable Property (Land)	540,240	540,240	(1,287,296)	(1,827,536)	RP/SH		
	Depreciable Property	8,329,494	616,022	(19,847,704)	(20,463,726)	RP	616,022	
	CWIP	-	-	-	-	RP		
		8,869,734	1,156,262	(21,135,000)	(22,291,262)		616,022	Depreciable Net Book Value

		Historical	Net	Sales	Pre-Tax		Depreciable	
4	**TAX GAIN/(LOSS) ON SALE**	Cost	Tax Value	Proceeds	Gain/(Loss)		Net Tax Value	
	Non-Depreciable Property (Land)	540,240	1,381,156	(1,287,296)	(2,668,452)	RP/SH		
	Depreciable Property	8,329,494	946,096	(19,847,704)	(20,793,800)	RP	946,096	
	CWIP	-	-	-	-	RP		
		8,869,734	2,327,252	(21,135,000)	(23,462,252)		946,096	Depreciable Net Tax Value
							(330,074)	Depr Net Book Value less Depr Net Tax Value
							(92,368)	Deferred Tax Liability / (Asset)

		Non-Utility	Other Depreciable	Land	Sharing	Taxes		After Tax
5	**GAIN/(LOSS) ALLOCATION**	Property (NUP)	Assets	(Pre-Tax Allocation)	Allocation	27.984%		Gain / (Loss)
	Time in Ratebase							
	Ratepayers - 100% of Gain/(Loss) (Pre-Tax and After-Tax)	0%	100%	59%	(21,549,008)	6,030,274	*	(15,518,734)
	Ratepayers Pass-thru - 100% of Gain/(Loss) (Pre-Tax and After-Tax)				21,549,008	(6,030,274)	*	15,518,734
	Shareholder	100%	0%	41%	(742,254)	207,712		(534,541)
	Time in Non-Utility Property							
	Shareholder				-	-		-
	Total Gain/(Loss) Allocation	100%	100%	100%	(742,254)	207,712		(534,541)

* No tax impact as the ratepayer contribution / distribution will net the tax impact to zero.

6 **TAXES ON PROPERTY**	Net Tax Value	Sales Proceeds	Before Tax Gain/ (Loss)
Non-Depreciable Property (Land)	1,381,156	(1,287,296)	(2,668,452)
Depreciable Property	946,096	(19,847,704)	(20,793,800)
CWIP	-	-	-
Totals	2,327,252	(21,135,000)	(23,462,252)

	Non-Utility Property*	**CPUC Land - Shareholder (33%)**	**CPUC Land - Ratepayer (67%)**	**Depreciable Property**	
Taxable Gain / (Loss)	-	(742,254)	(1,085,282)	(20,463,726)	a
Ratepayer Contribution / (Distribution)	-	-	1,085,282	20,463,726	b
Net Taxable Gain / (Loss)	-	(742,254)	-	-	c=a-b
Tax Rate	27.984%	27.984%	27.984%	27.984%	
Net Federal and State Income Tax	-	(207,712)	-	-	
After Tax Gain / (Loss)	-	(534,541)	(1,085,282)	(20,463,726)	
After-Tax Ratepayers Allocation (67%)	67% -	-	(1,085,282)	(20,463,726)	
After-Tax Shareholder Allocation (33%)	33% -	(534,541)	-	-	
Taxing Jurisdiction Allocation (Shareholder)	-	(207,712)	-	-	
Total Gain / (Loss) Allocation	-	(742,254)	(1,085,282)	(20,463,726)	

7 RATE BASE CHANGES

	Beginning	Changes	Ending
Gross Plant	8,869,734	(8,869,734)	-
Accumulated Depreciation	(7,713,472)	8,869,734	1,156,262
Property Sales Payment debited to Accumulated Depreciation		21,135,000	21,135,000
Reclass S/H loss and Land R/P loss to P&L acctss as only Depr Asset gains/losses are recorded to A/D		(1,827,536)	(1,827,536)
Net Plant	1,156,262	19,307,464	20,463,726
Deferred Taxes	92,368	(92,368)	-
Total Rate Base of Assets Sold	1,248,630	19,215,096	20,463,726

ATTACHMENT D

ATTACHMENT D

NAHC List of Tribes and Interested Parties

Greenville Rancheria
Kyle Self, Chairperson — Maidu
P.O. Box 279
Greenville, CA 95947
(530) 284-7990

Washoe Tribe of Nevada and California
Serrell Smokey, Chairman — Washoe
919 Highway 395 North
Gardnerville, NV 89410
(775) 265 – 8600

Susanville Indian Rancheria
Arian Hart, Chairperson — Maidu
745 Joaquin Street — Washoe
Susanville, CA — Paiute
(530) 251-5633 — Pit River

Honey Lake Maidu
Pau Garcia, Chairperson — Maidu
7029 Polvadero Drive
San Jose, CA
(530) 257-3275

Maidu Summit Consortium[1]
Misty Salem, Finance/Community Engagement — Maidu
289 Main Street, #7
Chester, CA 96020
P.O. Box 682
(530) 258 - 2300

[1] Maidu Summit Consortium is not a federally recognized tribe, however is being included in the distribution as an interested stakeholder.

ATTACHMENT E

From:	Darcangelo, Jennifer
To:	"kself@greenvillerancheria.com"
Cc:	Franklin, Reno; Forrest, Kathleen
Subject:	PG&E Restarting Sale Negotiations for Hamilton Branch
Date:	Thursday, October 31, 2024 9:15:00 AM

Dear Chairperson Self,

PG&E is resuming negotiations to sell the Hamilton Branch hydropower facility, located in Lassen and Plumas Counties. Hamilton Branch began operations in 1921, and PG&E acquired the facility in 1946. The facilities consist of a storage reservoir (Mountain Meadows), a canal, penstock, a 4.8-megawatt powerhouse, and approximately 7,000 acres of land.

PG&E would also like to take this opportunity to notify you of operational changes that have been recently implemented. PG&E has monitored seepage along Indian Ole Dam's right abutment, has noted an increase in seepage in recent years and is currently evaluating impacts to dam stability. While some dam seepage is not uncommon, out of an abundance of caution and to ensure the continued safe operation of the dam, PG&E's Dam Safety team has identified a reduction of the reservoir level as a mitigation measure, with a maximum elevation of 5040.92 feet (USGS), which is 7 flash boards installed (maximum is 11, and maximum normal reservoir elevation is 5,042.58). We are currently transitioning to winter operations and are actively drawing the reservoir level down (with all boards to be removed by Nov. 1). PG&E Dam Safety continues to implement its surveillance and monitoring program and is working to collect information needed to further assess the extent of the seepage and potential stability issue and develop a repair plan to make repairs, if needed. During this operation change, PG&E will monitor lake levels and evaporation rates closely through the fall.

As previously shared, the CPUC adopted in December 2019 and January 2021, respectively, the Tribal Lands Transfer Policy and associated Implementing Guidelines. The Policy and Guidelines require investor-owned utilities (IOUs), when seeking to divest of surplus real property, to give California Native American Tribes (Tribes) a right of first offer on the property before the IOU may offer the property on the open market. The Policy and Guidelines provide for certain exceptions, including that transactions involving lands required to support continued operation are not subject to the right of first offer. PG&E has determined that all of the lands associated with Hamilton Branch are necessary to support continued operation of the project. The majority of the lands are underwater, and the rest of the acreage lies under and adjacent to operating facilities and, as such, is not separable from Project operations.

PG&E supports the objectives of the Tribal Lands Transfer Policy and points out that the Conservation Easement on the property ensures permanent protection of cultural and historic resources as a recognized beneficial public value. Further, the Conservation Easement allows for continued public access and informal uses on the property. Please don't hesitate to contact Reno Franklin) with any questions related to the proposed transaction or the Tribal Lands Transfer Policy.

Please contact me if you have any questions or need additional information.

Best Regards,

Jennifer Darcangelo (she/her)
Principal Land Consultant,
Tribal and Cultural Resources
Pacific Gas & Electric Company
Jennifer.Darcangelo@pge.com
925.324.5171

From:	Darcangelo, Jennifer
To:	"tribal.chairman@sir-nsn.gov"
Cc:	"anoneo@sir-nsn.gov"; Franklin, Reno; Forrest, Kathleen
Subject:	PG&E Restarting Sale Negotiations for Hamilton Branch
Date:	Thursday, October 31, 2024 9:18:00 AM

Dear Chairman Hart,

PG&E is resuming negotiations to sell the Hamilton Branch hydropower facility, located in Lassen and Plumas Counties. Hamilton Branch began operations in 1921, and PG&E acquired the facility in 1946. The facilities consist of a storage reservoir (Mountain Meadows), a canal, penstock, a 4.8-megawatt powerhouse, and approximately 7,000 acres of land.

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Best Regards,

Jennifer Darcangelo (she/her)
Principal Land Consultant,
Tribal and Cultural Resources
Pacific Gas & Electric Company
Jennifer.Darcangelo@pge.com
925.324.5171

From:	Darcangelo, Jennifer
To:	"Misty@maidusummit.org"
Cc:	Franklin, Reno; Forrest, Kathleen
Subject:	PG&E Restarting Sale Negotiations for Hamilton Branch
Date:	Thursday, October 31, 2024 9:19:00 AM

Dear Ms. Salem,

PG&E is resuming negotiations to sell the Hamilton Branch hydropower facility, located in Lassen and Plumas Counties. Hamilton Branch began operations in 1921, and PG&E acquired the facility in 1946. The facilities consist of a storage reservoir (Mountain Meadows), a canal, penstock, a 4.8-megawatt powerhouse, and approximately 7,000 acres of land.

PG&E would also like to take this opportunity to notify you of operational changes that have been recently implemented. PG&E has monitored seepage along Indian Ole Dam's right abutment, has noted an increase in seepage in recent years and is currently evaluating impacts to dam stability. While some dam seepage is not uncommon, out of an abundance of caution and to ensure the continued safe operation of the dam, PG&E's Dam Safety team has identified a reduction of the reservoir level as a mitigation measure, with a maximum elevation of 5040.92 feet (USGS), which is 7 flash boards installed (maximum is 11, and maximum normal reservoir elevation is 5,042.58). We are currently transitioning to winter operations and are actively drawing the reservoir level down (with all boards to be removed by Nov. 1). PG&E Dam Safety continues to implement its surveillance and monitoring program and is working to collect information needed to further assess the extent of the seepage and potential stability issue and develop a repair plan to make repairs, if needed. During this operation change, PG&E will monitor lake levels and evaporation rates closely through the fall.

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Best Regards,

Jennifer Darcangelo (she/her)
Principal Land Consultant,
Tribal and Cultural Resources
Pacific Gas & Electric Company
Jennifer.Darcangelo@pge.com
925.324.5171

From:	Darcangelo, Jennifer
To:	"serrell.smokey@washoetribe.us"
Cc:	Franklin, Reno; Shemenski, Denise
Subject:	PG&E Restarting Sale Negotiations for Hamilton Branch
Date:	Thursday, October 31, 2024 9:22:00 AM

Dear Chairman Smokey,

PG&E is resuming negotiations to sell the Hamilton Branch hydropower facility, located in Lassen and Plumas Counties. Hamilton Branch began operations in 1921, and PG&E acquired the facility in 1946. The facilities consist of a storage reservoir (Mountain Meadows), a canal, penstock, a 4.8-megawatt powerhouse, and approximately 7,000 acres of land.

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Jennifer Darcangelo (she/her)
Principal Land Consultant,
Tribal and Cultural Resources
Pacific Gas & Electric Company
Jennifer.Darcangelo@pge.com
925.324.5171

From:	Darcangelo, Jennifer
To:	"drinkwiz@sbcglobal.net"
Cc:	Franklin, Reno; Forrest, Kathleen
Subject:	PG&E Restarting Sale Negotiations for Hamilton Branch
Date:	Thursday, October 31, 2024 9:21:00 AM

Dear Chairperson Garcia,

PG&E is resuming negotiations to sell the Hamilton Branch hydropower facility, located in Lassen and Plumas Counties. Hamilton Branch began operations in 1921, and PG&E acquired the facility in 1946. The facilities consist of a storage reservoir (Mountain Meadows), a canal, penstock, a 4.8-megawatt powerhouse, and approximately 7,000 acres of land.

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Please contact me if you have any questions or need additional information.

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Jennifer Darcangelo (she/her)
Principal Land Consultant,
Tribal and Cultural Resources
Pacific Gas & Electric Company
Jennifer.Darcangelo@pge.com
925.324.5171

Justin Gibson
Land Agent
2642 Hegan Ln
Chico, CA 95928
Tel: (530) 518-9118
Email: Justin.Gibson@pge.com

February 2, 2026

Washoe Tribe of Nevada and California
Serrell Smokey, Chairman
919 U.S. Hwy 395 N
Gardnerville, NV 89410

Re: Notification of PG&E's Planned Disposition of the Hamilton Branch Project

Dear Chairman Smokey,

Pacific Gas and Electric Company (PG&E) is writing to inform you of our planned next steps regarding the Hamilton Branch Project located in Lassen and Plumas Counties, California.

PG&E has executed a Purchase and Sale Agreement for the Hamilton Branch Project, effective January 1, 2026. With this milestone reached, PG&E will be moving forward with the required California Public Utilities Commission (CPUC) filing under Section 851. We anticipate submitting the Section 851 application at the end of February 2026.

The Washoe Tribe of Nevada and California will be included on the service list for the CPUC 851 proceeding, ensuring you receive all related notices and have the opportunity to participate in the process as appropriate.

If you have any questions or would like additional information regarding the proposed transaction or the upcoming regulatory filing, please feel free to contact:

Justin Gibson
Land Agent, PG&E
Email: *Justin.Gibson@pge.com*

Please also cc:
Reno Franklin
Email: *Reno.Franklin@pge.com*

We appreciate your attention and look forward to continuing our respectful communication as this process moves ahead.

Very Respectively,



Justin Gibson
Land Agent – Hydro Support

Justin Gibson
Land Agent
2642 Hegan Ln
Chico, CA 95928
Tel: (530) 518-9118
Email: Justin.Gibson@pge.com

February 2, 2026

Susanville Rancheria
Arian Hart, Chairperson
745 Joaquin Street
Susanville, Ca 96130

Re: Notification of PG&E's Planned Disposition of the Hamilton Branch Project

Dear Chairperson Hart,

Pacific Gas and Electric Company (PG&E) is writing to inform you of our planned next steps regarding the Hamilton Branch Project located in Lassen and Plumas Counties, California.

PG&E has executed a Purchase and Sale Agreement for the Hamilton Branch Project, effective January 1, 2026. With this milestone reached, PG&E will be moving forward with the required California Public Utilities Commission (CPUC) filing under Section 851. We anticipate submitting the Section 851 application at the end of February 2026.

The Susanville Rancheria will be included on the service list for the CPUC 851 proceeding, ensuring you receive all related notices and have the opportunity to participate in the process as appropriate.

If you have any questions or would like additional information regarding the proposed transaction or the upcoming regulatory filing, please feel free to contact:

Justin Gibson
Land Agent, PG&E
Email: *Justin.Gibson@pge.com*

Please also cc:
Reno Franklin
Email: *Reno.Franklin@pge.com*

We appreciate your attention and look forward to continuing our respectful communication as this process moves ahead.

Very Respectively,



Justin Gibson
Land Agent – Hydro Support

Justin Gibson
Land Agent
2642 Hegan Ln
Chico, CA 95928
Tel: (530) 518-9118
Email: Justin.Gibson@pge.com

February 2, 2026

Maidu Summit consortium
Misty Salem, Finance/Community Engagement
289 Main St
Chester, CA 96020

Re: Notification of PG&E's Planned Disposition of the Hamilton Branch Project

Dear Ms. Salem,

Pacific Gas and Electric Company (PG&E) is writing to inform you of our planned next steps regarding the Hamilton Branch Project located in Lassen and Plumas Counties, California.

PG&E has executed a Purchase and Sale Agreement for the Hamilton Branch Project, effective January 1, 2026. With this milestone reached, PG&E will be moving forward with the required California Public Utilities Commission (CPUC) filing under Section 851. We anticipate submitting the Section 851 application at the end of February 2026.

The Maidu Summit Consortium will be included on the service list for the CPUC 851 proceeding, ensuring you receive all related notices and have the opportunity to participate in the process as appropriate.

If you have any questions or would like additional information regarding the proposed transaction or the upcoming regulatory filing, please feel free to contact:

Justin Gibson
Land Agent, PG&E
Email: *Justin.Gibson@pge.com*

Please also cc:
Reno Franklin
Email: *Reno.Franklin@pge.com*

We appreciate your attention and look forward to continuing our respectful communication as this process moves ahead.

Very Respectively,

Justin Gibson

Justin Gibson
Land Agent – Hydro Support

Justin Gibson
Land Agent
2642 Hegan Ln
Chico, CA 95928
Tel: (530) 518-9118
Email: Justin.Gibson@pge.com

February 2, 2026

Honey Lake Maidu
Pau Garcia, Chairperson
7029 Polvadero Drive
San Jose, CA 95119

Re: Notification of PG&E's Planned Disposition of the Hamilton Branch Project

Dear Chairperson Garcia,

Pacific Gas and Electric Company (PG&E) is writing to inform you of our planned next steps regarding the Hamilton Branch Project located in Lassen and Plumas Counties, California.

PG&E has executed a Purchase and Sale Agreement for the Hamilton Branch Project, effective January 1, 2026. With this milestone reached, PG&E will be moving forward with the required California Public Utilities Commission (CPUC) filing under Section 851. We anticipate submitting the Section 851 application at the end of February 2026.

The Honey Lake Maidu will be included on the service list for the CPUC 851 proceeding, ensuring you receive all related notices and have the opportunity to participate in the process as appropriate.

If you have any questions or would like additional information regarding the proposed transaction or the upcoming regulatory filing, please feel free to contact:

Justin Gibson
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Email: *Justin.Gibson@pge.com*

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We appreciate your attention and look forward to continuing our respectful communication as this process moves ahead.

Very Respectively,

Justin Gibson

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Land Agent – Hydro Support

Justin Gibson
Land Agent
2642 Hegan Ln.
Chico, CA 95928
Tel: (530) 518-9118
Email: Justin.Gibson@pge.com

February 2, 2026

Greenville Rancheria
Kyle Self, Chairperson
410 Main Street
Greenville, Ca 95947

Re: Notification of PG&E's Planned Disposition of the Hamilton Branch Project

Dear Chairperson Self,

Pacific Gas and Electric Company (PG&E) is writing to inform you of our planned next steps regarding the Hamilton Branch Project located in Lassen and Plumas Counties, California.

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The Greenville Rancheria will be included on the service list for the CPUC 851 proceeding, ensuring you receive all related notices and have the opportunity to participate in the process as appropriate.

If you have any questions or would like additional information regarding the proposed transaction or the upcoming regulatory filing, please feel free to contact:

Justin Gibson
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Email: *Justin.Gibson@pge.com*

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Very Respectively,

Justin Gibson

Justin Gibson
Land Agent – Hydro Support

ATTACHMENT F

PACIFIC GAS AND ELECTRIC COMPANY
CONSOLIDATED STATEMENTS OF INCOME
(in millions)

	Year ended December 31,		
	2025	**2024**	**2023**
Operating Revenues			
Electric	$ 18,318	$ 17,811	$ 17,424
Natural gas	6,617	6,608	7,004
Total operating revenues	**24,935**	**24,419**	**24,428**
Operating Expenses			
Cost of electricity	2,609	2,261	2,443
Cost of natural gas	1,107	1,192	1,754
Operating and maintenance	11,337	11,787	11,913
SB 901 securitization charges, net	35	33	1,267
Wildfire-related claims, net of recoveries	100	94	64
Wildfire Fund expense	352	383	567
Depreciation, amortization, and decommissioning	4,634	4,189	3,738
Total operating expenses	**20,174**	**19,939**	**21,746**
Operating Income	**4,761**	**4,480**	**2,682**
Interest income	509	589	593
Interest expense	(2,713)	(2,781)	(2,485)
Other income, net	328	319	293
Income Before Income Taxes	**2,885**	**2,607**	**1,083**
Income tax benefit	(194)	(105)	(1,461)
Net Income	**3,079**	**2,712**	**2,544**
Preferred stock dividend requirement	14	14	14
Income Available for Common Stock	**$ 3,065**	**$ 2,698**	**$ 2,530**

See accompanying Notes to the Consolidated Financial Statements.

PACIFIC GAS AND ELECTRIC COMPANY
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions)

	Year ended December 31,		
	2025	**2024**	**2023**
Net Income	**$ 3,079**	**$ 2,712**	**$ 2,544**
Other Comprehensive Income (Loss)			
Pension and other postretirement benefit plans obligations (net of taxes of $4, $3, and $$5, respectively)	(8)	(8)	(12)
Net unrealized gain (losses) on available-for-sale securities (net of taxes of $2, $0, and $4, respectively)	5	1	7
Total other comprehensive income (loss)	**(3)**	**(7)**	**(5)**
Comprehensive Income	**$ 3,076**	**$ 2,705**	**$ 2,539**

See accompanying Notes to the Consolidated Financial Statements.

PACIFIC GAS AND ELECTRIC COMPANY
CONSOLIDATED BALANCE SHEETS
(in millions)

	Balance at	
	December 31, 2025	**December 31, 2024**
ASSETS		
Current Assets		
Cash and cash equivalents	$ 353	$ 705
Restricted cash and restricted cash equivalents (includes $225 million and $263 million related to VIEs at respective dates)	258	272
Accounts receivable		
Customers (net of allowance for doubtful accounts of $408 million and $418 million at respective dates) (includes $1.9 billion related to VIEs, net of allowance for doubtful accounts of $408 million and $418 million at respective dates)	2,267	2,220
Accrued unbilled revenue (includes $1.3 billion related to VIEs at respective dates)	1,463	1,487
Regulatory balancing accounts	6,300	7,227
Other (net of allowance for doubtful accounts of $69 million and $35 million at respective dates)	1,725	1,810
Regulatory assets	305	234
Inventories		
Gas stored underground and fuel oil	75	52
Materials and supplies	745	768
Wildfire Fund asset	297	301
Wildfire self-insurance asset	1,043	905
Other	643	998
Total current assets	**15,474**	**16,979**
Property, Plant, and Equipment		
Property, Plant, and Equipment	128,989	118,262
Construction work in progress	4,626	4,458
Financing lease ROU asset and other	2	814
Total property, plant, and equipment	**133,617**	**123,534**
Accumulated depreciation	(37,269)	(35,304)
Net property, plant, and equipment	**96,348**	**88,230**
Other Noncurrent Assets		
Regulatory assets	15,981	15,561
Customer credit trust	804	377
Nuclear decommissioning trusts	4,230	3,833
Operating lease ROU asset	445	519
Wildfire Fund asset	3,728	4,070
Other (includes noncurrent accounts receivable of $67 million and $82 related to VIEs, net of noncurrent allowance for doubtful accounts of $15 million and $18 at respective dates)	4,073	3,697
Total other noncurrent assets	**29,261**	**28,057**
TOTAL ASSETS	**$ 141,083**	**$ 133,266**

See accompanying Notes to the Consolidated Financial Statements.

PACIFIC GAS AND ELECTRIC COMPANY
CONSOLIDATED BALANCE SHEETS
(in millions, except share amounts)

	Balance at	
	December 31, 2025	**December 31, 2024**
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities		
Short-term borrowings	$ 2,675	$ 1,523
Long-term debt, classified as current (includes $221 million and $222 million related to VIEs at respective dates)	821	2,146
Accounts payable		
Trade creditors	3,352	2,745
Regulatory balancing accounts	3,119	3,169
Other	844	729
Operating lease liabilities	90	85
Financing lease liabilities	—	577
Interest payable (includes $72 million and $91 million related to VIEs at respective dates)	673	667
Wildfire-related claims	524	916
Other	3,710	3,331
Total current liabilities	**15,808**	**15,888**
Noncurrent Liabilities		
Long-term debt (includes $11.7 billion and $10.1 billion related to VIEs at respective dates)	51,766	47,958
Regulatory liabilities	20,188	19,417
Pension and other postretirement benefits	482	741
Asset retirement obligations	5,439	5,444
Deferred income taxes	4,732	3,632
Operating lease liabilities	355	434
Financing lease liabilities	2	4
Other	4,474	4,198
Total noncurrent liabilities	**87,438**	**81,828**
Shareholders' Equity		
Preferred stock	258	258
Common stock, $5 par value, authorized 800,000,000 shares; 800,000,000 shares outstanding at respective dates	1,322	1,322
Additional paid-in capital	37,505	35,930
Reinvested earnings	(1,225)	(1,940)
Accumulated other comprehensive loss	(23)	(20)
Total shareholders' equity	**37,837**	**35,550**
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	**$ 141,083**	**$ 133,266**

See accompanying Notes to the Consolidated Financial Statements.