

CONSENT TO ASSIGNMENT AND AGREEMENT

This Consent to Assignment and Agreement is by and among **PACIFIC GAS AND ELECTRIC COMPANY** (“PG&E”), a California corporation, Sonoma County Water Agency, a **government entity** (“Assignor”), and the Power and Water Pooling Authority (PWRPA), a **Government Entity** (“Assignee”).

RECITALS

A. Assignor currently owns the photovoltaic electric generating facility (“Facility”) located at 222675 8th Street E. Sonoma California, which is interconnected with PG&E’s electric system, and will receive standby service from PG&E. This project has an interconnection identification number of 50 S 1318 and the executed SGIA Service Agreement number, SA#- 9741370035 under PG&E’s FERC Electric Tariff Volume No. 4, Wholesale Distribution Tariff.

B. Assignor wishes to convey the right, title, and interest of the Facility to Assignee, and Assignee wishes to buy the Facility.

C. In connection with this sale, Assignor wishes to assign to Assignee various agreements with PG&E related to the Facility that are listed on Exhibit A (the “Assigned Agreements”).

D. In connection with this sale, the Assignee also provides to PG&E the updated customer contact information listed in Exhibit B, such contact information to be used by PG&E for all Facility-related communication following execution of this Consent to Assignment.

NOW THEREFORE, PG&E hereby consents to an assignment by Assignor to Assignee of whatever rights, title and interest it may have in and to the Assigned Agreements, under the following terms and conditions:

1. Assignor and Assignee each recognize and acknowledge that PG&E makes no representation or warranty, express or implied, that Assignor has any right, title, or interest in the Assigned Agreements. Assignee is responsible for satisfying itself as to the existence and extent of Assignor’s right, title, and interest in the Assigned Agreements and Assignee expressly releases PG&E from any liability resulting from the assignment, to which PG&E is consenting herein. Assignee and Assignor further release PG&E from any liability for consenting to any future assignments of the Agreements by Assignee or Assignor.

2. Assignee agrees that it takes the assignments of the Assigned Agreements subject to any defenses or causes of action PG&E may have against Assignor.

3. Assignee acknowledges that the assignments of Assigned Agreements may be subject to previous assignments, liens or claims executed or arising prior to the date of execution of this Consent to Assignment and Agreement.

4. Assignor hereby agrees that it shall remain liable to PG&E for each and every duty and obligation belonging to the Assignor, as the case may be, under the Assigned Agreements.

5. Assignee hereby agrees to assume each and every duty and obligation belonging to the Assignor, as the case may be, under the Assigned Agreements.

6. All notices hereunder shall be in writing and shall be deemed received (i) at the close of business of the date of receipt, if delivered by hand or (ii) when signed for by recipient, if sent registered or certified mail, postage prepaid, provided such notice was properly addressed to the appropriate address indicated on the signature page hereof or to such other address as a party may designate by prior written notice to the other parties.

7. Assignee hereby agrees that it will not reassign its rights, title or interest in and to the Assigned Agreements without the prior consent of PG&E, which shall not be unreasonably withheld.

8. Assignor hereby requests that PG&E substitute Assignee for Assignor as the notice addressee under the Assigned Agreements.

9. This Consent to Assignment and Agreement is neither a modification of nor an amendment to the Assigned Agreements.

10. The parties hereto agree that this Consent to Assignment and Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

11. No term, covenant or condition hereof shall be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the party claimed to have so waived or excused.

12. This Consent to Assignment and Agreement may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto by its officer or representative thereunto duly authorized has duly executed this Consent to Assignment and Agreement as of the date set forth beneath such officer's or representative's signature.

PACIFIC GAS AND ELECTRIC COMPANY

Attention: David Gabbard

245 Market Street

Mail Code N7L

San Francisco, CA 94105-1702

PACIFIC GAS AND ELECTRIC COMPANY, a California Corp

Signature: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, each of the parties hereto by its officer or representative thereunto duly authorized has duly executed this Consent to Assignment and Agreement as of the date set forth beneath such officer's or representative's signature.

Sonoma County Water Agency
Attention: Grant Davis
404 Aviation Blvd.
Santa Rosa, CA 95403

Sonoma County Water Agency, a government entity

Signature: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, each of the parties hereto by its officer or representative thereunto duly authorized has duly executed this Consent to Assignment and Agreement as of the date set forth beneath such officer's or representative's signature.

Accepted and agreed to:

Power and Water Resources Pooling Authority
Attention: Bruce McLaughlin
950 Reserve Drive, Suite 160
Roseville CA, 95678

Power and Water Resources Pooling Authority, a government entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

ASSIGNED AGREEMENTS

1. Small Generator Interconnection Request (Application Form), dated as of April 30, 2008, by and between Pacific Gas & Electric Company and Sonoma County Water Agency (PG&E WDT ID# 50 S 1318).
2. Fast Track Process Initial Review, dated as of April 14, 2008, by and between Pacific Gas & Electric Company and Sonoma County Water Agency (PG&E WDT ID# 50 S 1318).
3. Fast Track Process Supplemental Review, dated as of April 14, 2008, by and between Pacific Gas & Electric Company and Sonoma County Water Agency (PG&E WDT ID# 50 S 1318).
4. Small Generator Interconnection Agreement, dated as of April 30, 2008, by and between Pacific Gas & Electric Company and Sonoma County Water Agency (PG&E WDT ID# 50 S 1318), designated as Service Agreement #9741370035 under PG&E's FERC Electric Tariff Volume No. 4, Wholesale Distribution Tariff.

EXHIBIT B

ASSIGNEE CONTACT INFORMATION

The Assignee provides the following contact information to PG&E so PG&E may direct all future communication regarding the assigned Facility to the appropriate contact in a timely fashion. The related PG&E contact information also is provided below for the Assignee's records.

For General Communications

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:

For the Assignee:

Company Name	<u>Power and Water Resources Pooling Authority</u>
Primary Contact Name	Attn: <u>Dale Roberts</u>
Street Address	<u>404 Aviation Blvd.</u>
City, State Zip Code	<u>Santa Rosa CA, 95403</u>
Phone number	<u>707-547-1979</u>
Email address	<u>Dale.Roberts@scwa.ca.gov</u>

For PG&E:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702
Phone: (415) 972-5394
Email: EGContractMgmt@pge.com

For Billing and Payment

Billings and payments shall be sent to the addresses below:

For the Assignee:

Company Name	<u>Power and Water Resources Pooling Authority</u>
Primary Contact Name	Attn: <u>Dale Roberts</u>
Street Address	<u>404 Aviation Blvd.</u>
City, State Zip Code	<u>Santa Rosa CA, 95403</u>
Phone number	<u>707-547-1979</u>
Email address	<u>Dale.Roberts@scwa.ca.gov</u>

For PG&E:

Pacific Gas and Electric Company
Attention: Electric Grid Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702
Phone: (415) 972-5394
Email: EGICContractMgmt@pge.com

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:

For the Assignee:

Company Name	<u>Power and Water Resources Pooling Authority</u>
Primary Contact Name	Attn: <u>Dale Roberts</u>
Street Address	<u>404 Aviation Blvd.</u>
City, State Zip Code	<u>Santa Rosa CA, 95403</u>
Phone number	<u>707-547-1979</u>
Email address	<u>Dale.Roberts@scwa.ca.gov</u>

For PG&E:

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Attention: Electric Grid Interconnection - Contract Management
245 Market Street
Mail Code N7L
San Francisco, California 94105-1702
Phone: (415) 972-5394
Email: EGICContractMgmt@pge.com

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.

Assignee's Operating Representative:

Company Name	<u>Power and Water Resources Pooling Authority</u>
Primary Contact Name	Attn: <u>Dale Roberts</u>
Street Address	<u>404 Aviation Blvd</u>
City, State Zip Code	<u>Santa Rosa CA, 95403</u>
Phone: phone number	<u>707-547-1979</u>
Email: email address	<u>Dale.Roberts@scwa.ca.gov</u>

Distribution Provider's Operating Representative:

Pacific Gas and Electric Company
Distribution Control Center
111 Stony Cir, Santa Rosa, CA 95401
Work Management Desk (Planned Clearance Requests)
Attention: xxxxx District (AOR X(1-8)- xxxx Division)
Phone: 844-743-2100

Real Time Operator Desk (Real Time Operational Issues)
Attention: xxxxx District (AOR X(1-8)- xxxx Division)
Phone: 844-743-3322

Changes to the Notice Information

Either Party may change this information by giving five (5) Business Days written notice prior to the effective date of the change.