

SIXTH AGREEMENT TO EXTEND COST SHARING AGREEMENT

INADMISSIBLE UNDER FED. R. EVID. 408

1. Effective as of October 10, 2004, the parties to this Extension entered into a Cost Sharing Agreement, a true and correct copy of which is attached as Exhibit A.

2. To allow for the continuation of the process of investigation of the relevant site, planning, and other activities contemplated by the Cost Sharing Agreement, the parties hereto agree to extend the Cost Sharing Agreement until terminated by either party upon 30 days written notice. Each term of the Cost Sharing Agreement shall remain in effect, except for the termination date and as otherwise modified in sections 3 and 4 herein.

3. The first paragraph of Section 3 of the Cost Sharing Agreement shall be modified to read as follows: "Shared Costs incurred or expended from and after the Effective Date of this Sixth Amendment, up to a total amount of \$950,000, shall either be allocated on a 50-50 basis or paid entirely by either Party, until all Shared Costs Activities are complete. The Shared Costs shall not include any amount in excess of said \$950,000, unless and to the extent that each Party agrees otherwise in writing at its option to increase said amount. The Parties will arrange with each Shared Costs contractor for all bills to be sent to both Parties. For costs allocated on a 50-50 basis, each invoice will show the actual total as well as the 50-50 breakdown of Shared Costs to be paid by the City and by PG&E. For costs either Party has agreed in writing to the other Party to pay in its entirety subject to later allocation under Section 8 hereto, each invoice will show the actual total amount. Payments will be remitted directly to the Shared Costs contractors on a timely basis, and each of the Parties will provide the other with copies of such remittances."

4. The first sentence of section 11 of the Cost Sharing Agreement shall be modified to read as follows: "Unless and until (a) this Agreement is terminated as provided in Section 5 hereof or (b) Shared Costs reach \$950,000 or a greater amount agreed to by the Parties pursuant to Section 3 or (c) this Agreement is terminated as agreed to by the Parties pursuant to 30 days written notice (herein said item (a), (b) and (c) are collectively referred to as "the Claim Events"), the City shall not seek to prosecute the CERCLA Action, and neither of the Parties shall commence any other action or proceeding against the other Party to recover past or future

damages or for any other relief on account of any existing contamination of the Site, except an action or proceeding for breach of this Agreement.”

5. The parties affirm that their representatives have read and fully understand this Agreement, and that the below-signed individuals have and hereby exercise the power to bind their respective principals.

6. This Agreement shall become effective upon its execution by PG&E and the City and approval as to its form and legality by the City Attorney and by the designated PG&E attorney.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year below written.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: *Katharine E. Patrucco*

Dated: 9/16/13

Approved as to Form:

By: *Prady P. Meek*
Deputy City Attorney

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

By: *Thomas Cull*

Dated: 9/23/2013

Approved as to Form:

By: *Meg Sullivan*
Attorney