

Marin Energy Authority
3501 Civic Center Drive, Room 308
San Rafael, California 94903

May __, 2010

River City Bank
2485 Natomas Park Drive, Suite 400
Sacramento, CA 95833

Re: REVOLVING CREDIT AGREEMENT

This letter agreement (“Letter”) is by and between Marin Energy Authority (“Borrower”) and River City Bank (“Lender”), and is provided in connection with that certain Revolving Credit Agreement dated March 16, 2010, as amended by that First Amendment to the Revolving Credit Agreement, dated April __, 2010 (as amended, the “Agreement”). Any capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

Borrower and Lender agree to amend the Agreement as follows:

1. In each instance, the phrase “Revolving Credit Commitment”, as set forth in Section 2.1 of the Agreement, shall be replaced by the phrase “Available Revolving Credit Commitment”.

2. The first sentence of Section 4.2 shall be deleted and replaced with the following:

“Lender and Borrower hereby acknowledge and agree that the Lender Reserve Amount funded pursuant to the \$950,000 Revolving Credit Agreement between Lender and Borrower, dated as of March 16, 2010, shall have satisfied any requirement under this Agreement to fund the Lender Reserve Amount hereunder.”

3. In each instance, the phrase “Lender Reserve Account”, as set forth in Sections 4.2 and 4.4 of the Agreement, shall be replaced by the phrase “Lender Reserve Amount”.

4. The first sentence of Section 4.2 shall be deleted and replaced with the following:

“Borrower may, from time to time, deposit into a segregated and restricted account with Lender (the “*Cash Collateral Account*”) cash in an aggregate amount up to four hundred thousand dollars (\$400,000).”

5. In Section 6.2(b) of the Agreement shall be deleted and replaced with the following:

“Borrower shall have paid the Loan Fee and all payments and expenses required to be paid by Borrower pursuant to Section 9.4(a) of this Agreement.”

6. The following definitions shall be inserted into Exhibit A of the Agreement:

““*Available Revolving Credit Commitment Amount*” means, at the time of any Advance, the lesser of: (a) the Revolving Credit Commitment and (b) the sum of (i) so long as the Guaranty is in effect, \$100,000, and (ii) the Cash Collateral Reserve Amount.”

““*Cash Collateral Reserve Amount*” means, at any time and from time to time, the amounts on deposit in the Cash Collateral Account.”

““*Collateral*” means the Guaranty and any cash collateral provided to the Lender.”

““*Lender Reserve Amount*” has the meaning provided thereto in the Shell Security Agreement.”

This Letter shall constitute a written amendment of the Agreement in accordance with Section 9.3 of the Agreement. Except as amended by this Letter and the Amendment, the Agreement shall remain in full force and effect and in accordance with its terms and conditions, as same may have been amended heretofore.

This Letter may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA (EXCLUDING ANY CONFLICT-OF-LAW OR CHOICE-OF-LAW RULES WHICH MIGHT LEAD TO THE APPLICATION OF THE INTERNAL LAWS OF ANOTHER JURISDICTION).

IN WITNESS THEREOF, each of the parties hereto has caused this Letter to be executed on its behalf by its duly authorized officer(s), all as of the day and year first above written.

RIVER CITY BANK

MARIN ENERGY AUTHORITY

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

BY: _____

NAME: _____

TITLE: _____