



Electric Sample Form No. 79-1175
Rule 21 Consent to Assignment Form for Non-NEM Projects

Sheet 1

**Please Refer to Attached
Sample Form**



RULE 21 CONSENT TO ASSIGNMENT FORM FOR NON-NEM PROJECTS

This Rule 21 Exporting and Non-Exporting Generating Facilities Consent to Assignment and Agreement is by and among **PACIFIC GAS AND ELECTRIC COMPANY** (“PG&E”), a California corporation, _____, _____, a _____ (“Assignor”), and _____ a _____ (“Assignee”).

RECITALS

- A. Assignor currently owns _____ (“Facility”) located at _____, which will be interconnected with PG&E’s electric system, and will receive standby service from PG&E. This project has an interconnection Queue number of _____ and an executed interconnection agreement under PG&E’s CPUC Rule 21 Generator Interconnection Agreement for Exporting Generating Facilities or Generating Facility Interconnection Agreement for Non-Exporting Generating Facilities. Assignor wishes to assign/sell the Project to Assignee, and Assignee agrees to the Project assignment.
- B. In connection with this assignment/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”).
- C. In connection with this assign/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.

† Information collected on this form is used in accordance with PG&E’s Privacy Policy. The Privacy Policy is available at pge.com/privacy.

RULE 21 CONSENT TO ASSIGNMENT FORM FOR NON-NEM PROJECTS

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.

RULE 21 CONSENT TO ASSIGNMENT FORM FOR NON-NEM PROJECTS

13. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction

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

[PG&E Contact Information to be Supplied]

By:

Company: PACIFIC GAS AND ELECTRIC COMPANY

Signature: _____

Print Name: _____

Title: _____

Date: _____

RULE 21 CONSENT TO ASSIGNMENT FORM FOR NON-NEM PROJECTS

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.

ASSIGNOR

[Assignor Contact Information to be Supplied]

By:

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

RULE 21 CONSENT TO ASSIGNMENT FORM FOR NON-NEM PROJECTS

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:

ASSIGNEE

[Assignee Contact Information to be Supplied]

By:

Company: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____



**RULE 21 CONSENT TO ASSIGNMENT
FORM FOR NON-NEM PROJECTS**
Exhibit A

ASSIGNED AGREEMENTS

[List of Agreements and Contracts to be Assigned to be Supplied]



**RULE 21 CONSENT TO ASSIGNMENT
FORM FOR NON-NEM PROJECTS
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 _____
Primary Contact Name _____
Street Address _____
City, State, Zip _____
Phone number _____
Email Address _____

For PG&E:

Company Name **Pacific Gas and Electric Company** _____
Attention: _____
Address _____
Mail Code: _____
City, State, Zip _____
Phone number _____
Email Address _____



**RULE 21 CONSENT TO ASSIGNMENT
FORM FOR NON-NEM PROJECTS
EXHIBIT B**

For Billing and Payment

Billings and payments shall be sent to the addresses below:

For the Assignee:

Company Name _____
Primary Contact Name _____
Street Address _____
City, State, Zip _____
Phone number _____
Email Address _____

For PG&E:

Company Name **Pacific Gas and Electric Company**
Attention: _____
Address _____
Mail Code: _____
City, State, Zip _____
Phone number _____
Email Address _____

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 _____
Primary Contact Name _____
Street Address _____
City, State, Zip _____
Phone number _____
Email Address _____



**RULE 21 CONSENT TO ASSIGNMENT
FORM FOR NON-NEM PROJECTS
EXHIBIT B**

For PG&E:

Company Name	<u>Pacific Gas and Electric Company</u>
Attention:	_____
Address	_____
Mail Code:	_____
City, State, Zip	_____
Phone number	_____
Email Address	_____

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	_____
Primary Contact Name	_____
Street Address	_____
City, State, Zip	_____
Phone number	_____
Email Address	_____

Distribution Provider's Operating Representative:

Company Name	<u>Pacific Gas and Electric Company</u>
Attention:	_____
Address	_____
Mail Code:	_____
City, State, Zip	_____
Phone number	_____
Email Address	_____

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.