



Electric Sample Form No. 79-955

Sheet 1

Amendment to PG&E's Departing Load Competition Transition Charge Agreement for Subsequently
Obtained CTC Exemption

**Please Refer to Attached
Sample Form**



AMENDMENT TO PG&E'S DEPARTING LOAD COMPETITION TRANSITION CHARGE AGREEMENT FOR SUBSEQUENTLY OBTAINED CTC EXEMPTION

This Amendment to Pacific Gas and Electric Company's Departing Load Competition Transition Charge Agreement (the Agreement) between Pacific Gas and Electric Company (PG&E) and _____ (Customer) amends the Pacific Gas and Electric Company's Departing Load Competition Transition Charge Agreement entered into on or about _____ between Customer and PG&E.

RECITALS

- A. Customer and PG&E have previously entered into a Departing Load Competition Transition Charge Agreement, approved by the California Public Utilities Commission (the Commission), pursuant to the CTC procedure for departing loads approved by the Commission as amendments to PG&E's electric tariff preliminary statement.
- B. Subsequent to executing the Departing Load Competition Transition Charge Agreement, Customer obtained an exemption from the Competition Transition Charge.
- C. On _____, PG&E received a Notice of Assertion of CTC Exemption from Customer.

AGREEMENT

In consideration of the promises and mutual covenants and agreements contained herein, the parties agree as follows:

- 1. The Effective Date of the CTC Exemption is _____.
- 2. After the Effective Date of the CTC Exemption, Customer shall not be responsible for, and PG&E shall not bill Customer for, monthly payments of Customer's share of CTC.
- 3. Nothing in this Amendment relieves Customer of its obligation to pay CTC obligations incurred by Customer and billed by PG&E prior to the Effective Date of the CTC Exemption.
- 4. Nothing in this Amendment affects Customer's obligation to pay other nonbypassable charges under the Agreement or to make post-2001 CTC and/or other nonbypassable charge payments as provided in paragraph 3 of the Agreement.
- 5. This Amendment shall, at all times, be subject to such changes or modifications by the Commission as it may from time to time direct in the exercise of its jurisdiction.

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



AMENDMENT TO PG&E'S DEPARTING LOAD COMPETITION TRANSITION CHARGE AGREEMENT FOR SUBSEQUENTLY OBTAINED CTC EXEMPTION

- 6. Any waiver at any time by either Party of its rights with respect to a default under this Amendment, or with respect to any other matter arising under this Amendment, shall not be deemed a waiver with respect to any subsequent default or matter arising in connection therewith. Any delay in asserting any right shall not be deemed a waiver of such right.
- 7. The Parties do not intend to create rights in, or to grant remedies to, any third party as a beneficiary of this Amendment or of any duty, covenant, obligation or undertaking herein.
- 8. Should any provision of this Amendment for any reason be declared invalid or unenforceable by final and unappealable order of any court or regulatory body having jurisdiction, such decision shall not affect the validity of the remaining portions, and the remaining portions shall remain in full force and effect as if this Amendment had been executed without the invalid portion.
- 9. This Amendment shall be interpreted, governed by, and construed under the laws of the State of California.
- 10. Ambiguities or uncertainties in the wording of this Amendment shall not be construed for or against either Party, but shall be construed in a manner that most accurately reflects the rulings and policy objectives of the CPUC in its orders establishing the CTC.
- 11. The signatories hereto represent that they have been appropriately authorized to enter into this Amendment.

PACIFIC GAS AND ELECTRIC COMPANY

(Customer)

(Signature)

(Type/Print Name)

(Title)

(Mailing Address)

(Signature)

(Type/Print Name)

(Title)

(Mailing Address)