**Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Consent Agreement

This consent agreement (“Consent Agreement”) is entered into by [PARTICIPANT LEGAL NAME] (“Participant”), as of the signature date below, to authorize the disclosure of Participant’s transmission-related information and communications between Participant and PG&E’s transmission planning group (“PG&E Transmission”) to Pacific Gas and Electric Company acting in its function as a Central Procurement Entity (“PG&E CPE”) and to its marketing or merchant function (“PG&E Merchant”) acting in the performance of its duties to support PG&E CPE as stated herein.

Whereas, pursuant to the Federal Energy Regulatory Commission (“FERC”) Standards of Conduct enacted through FERC Order No. 717 or its successor, PG&E Transmission is prohibited from sharing non-public transmission-related information and communications with PG&E Merchant; and

Whereas, PG&E CPE has issued the 2023 Central Procurement Entity (“CPE”) Local Resource Adequacy (“RA”) Request for Offers & Commitments Solicitation Protocol, dated March 22, 2023 (“Protocol”), inviting interested parties to submit Competitive Offers (as defined in the Protocol) to sell or commit certain products to PG&E CPE (“CPE Local RA RFO”), and Participant has submitted a Competitive Offer(s) in response thereto containing non-public information and communications related to the transmission requirements associated with the Competitive Offer(s); and

Whereas, PG&E CPE, and PG&E Merchant acting in the performance of its duties to support PG&E CPE, and PG&E Transmission units may require access to non-public transmission-related information and communications from Participant in order to effectively evaluate Participant’s Competitive Offer(s), and Participant recognizes that, in such circumstances, access to such non-public transmission-related information and communications is necessary to allow PG&E CPE to effectively evaluate Participant’s Competitive Offer(s); and

Whereas, Participant recognizes that PG&E Transmission should not be prohibited from sharing non-public transmission-related information and communications with PG&E CPE and PG&E Merchant acting in the performance of its duties to support PG&E CPE to the extent that information and communications are necessary to evaluate the Participant’s Competitive Offer; and

NOW THEREFORE, in consideration of the mutual promises and covenants between PG&E CPE and PG&E Merchant and Participant in connection with the 2023 CPE Local RA RFO, Participant consents to and authorizes PG&E Transmission’s disclosure of Participant’s relevant non-public transmission-related information and communications to PG&E CPE and to PG&E Merchant acting in the performance of its duties to support PG&E CPE, each to the extent that information and communications are necessary to evaluate Participant’s Competitive Offer.

IN WITNESS WHEREOF, Participant has caused this Consent Agreement to be duly executed, effective and delivered by its proper and duly authorized officer as of the date set forth below.

PARTICIPANT:

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_