

## 2012 RPS RFO

## Protocol Terms and Conditions

Participant acknowledges that it has read, understands, and agrees to be fully bound by, all of the terms, conditions and other provisions set forth in the Protocol and this Attachment A. All capitalized terms not defined herein shall have the meaning provided in the Protocol.

Additionally, Participant hereby makes the following representations and warranties

- A. Participant has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the terms and conditions of the Protocol;
- B. Participant has obtained all necessary authorizations, approvals and waivers that will enable Participant to agree to the terms and conditions of the Protocol and this Attachment A;
- C. Participant is not an affiliate of PG&E, PG&E Corporation, or any of their affiliates;
- D. The Offer provided by Participant pertains solely to generation from a facility that: (i) qualifies or will qualify and is certified or will be certified by the CEC as an Eligible Renewable Energy Resource and (ii) the facility's output delivered to PG&E qualifies or will qualify under the requirements of the California Renewables Portfolio Standard;
- E. Participant is submitting its Offer(s) subject to all applicable laws including, but not limited to, the Federal Power Act and all amendments thereto, and the California Public Utilities Code Sections 399.11 et. seq. and 454.5, as may be amended time to time;
- F. Participant has not engaged and will not engage in oral, written, or any other form of communication with any other entity submitting an Offer to PG&E in response to PG&E's Solicitation in respect to the terms of Participant's or such other entities' Offer(s) in the Solicitation; and
- G. If Participant is selected for PG&E's Shortlist and elects to continue to participate in the Solicitation, then Participant represents that it shall not offer or commit the Project or Site that is the subject of Participant's Shortlisted Offer to any other party during the exclusivity period set forth in Section V.A of the Protocol; provided that such representation shall be binding only if and after Participant has submitted its Offer Deposit with PG&E.
- H. Participant will promptly notify PG&E of any material change in circumstances that may affect the Participant's ability to fulfill the terms of its Offer, at any time from Offer submission to PG&E's acceptance of the Offer, as evidenced by PG&E's execution of an applicable agreement, or Participant's withdrawal of the Offer.

Participant understands and agrees that any breach by Participant of the above representations and warranties is grounds for immediate disqualification of Participant from the Solicitation [and if Participant has provided an Offer Deposit, such breach will be grounds for forfeiture of the Offer Deposit. If Participant delivers the Offer Deposit to PG&E in the form of cash, then Participant hereby grants to PG&E, as the secured party, a present and continuing first priority security interest in such cash, whether now or hereafter held by PG&E.]

Participant further acknowledges that it shall execute and return to PG&E the Confidentiality Agreement (Attachment G) within ten (10) business days of receipt of written notice of its selection for PG&E's

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Shortlist. Failure to return the executed Confidentiality Agreement by such deadline may result in Participant's disqualification from the Solicitation.