

2014 RPS RFO**RPS Solicitation 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. Participant agrees that an electronic signature shall be the same as delivery of an original executed document for purposes of the Protocol and 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 (i) to generation from a facility that qualifies or will qualify and is certified or will be certified by the CEC as an Eligible Renewable Energy Resource and (ii) to product from the facility's output which once 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 with respect to the terms of Participant's or such other entities' Offer(s) in the Solicitation; and
- G. 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 hereby acknowledges that, if Participant submits a joint Offer and said joint Offer is selected for PG&E's Shortlist, then PG&E may require revised and/or additional representations and warranties from the joint Participants regarding these Protocol Terms and Conditions.

Participant further acknowledges that it shall execute and return to PG&E the Confidentiality Agreement (Attachment G) by April 20, 2015. The Confidentiality Agreement shall be sent by email (a pdf file and a markup Word document) to RenewableRFO@pge.com. Failure to return the executed Confidentiality Agreement by such deadline may result in Participant's disqualification from the Solicitation.