April 27, 2012

Advice Letters 3736-E and 3736-E-A

Brian K. Cherry
Vice President, Regulation and Rates
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 770000
San Francisco, CA 94177

Subject: Withdrawal of Advice Letter 3736-E and 3736-E-A Regarding
Power Purchase Agreement for Procurement of Renewable Energy
Resources between TGP Coyote Canyon, LLC and PG&E

Dear Mr. Cherry:

Advice Letters 3736-E and 3736-E-A are withdrawn as requested in your letter
dated April 25, 2012

Sincerely,

Edward F. Randolph, Director
Energy Division
June 30, 2011

Advice 3736-E-A
(Pacific Gas and Electric Company ID U39 E)

Public Utilities Commission of the State of California

Subject: Supplemental Filing to the Power Purchase Agreement for Procurement of Renewable Energy Resources Between TGP Coyote Canyon, LLC, and Pacific Gas and Electric Company

I. INTRODUCTION

A. Purpose and Overview

Pacific Gas and Electric Company (“PG&E”) hereby submits to the California Public Utilities Commission (“Commission” or “CPUC”) a supplemental filing to Advice Letter 3736-E, dated September 21, 2010. The Advice Letter requested approval of a 25-year Renewables Portfolio Standard (“RPS”)-eligible power purchase agreement (“PPA”) that PG&E executed with TGP Coyote Canyon, LLC (“TGP”), a wholly-owned subsidiary of Terra-Gen Power, LLC (“Terra-Gen Power”). Subsequent to filing Advice Letter 3736-E, PG&E and TGP executed an amendment to the PPA (“First Amendment”) which amends certain terms and conditions in the PPA to conform exactly to the non-modifiable standard terms and conditions (“STC”) required by CPUC Decision (“D.”) 10-03-021, as amended by D.11-01-025. The purpose of this supplemental filing is to describe the First Amendment and request that the Commission approve the PPA, as amended by the First Amendment. Advice Letter 3736-E is currently pending approval at the Commission.

B. Background

On July 10, 2010, PG&E executed a PPA with TGP that was submitted for Commission approval on September 21, 2010. Under the terms of the PPA, PG&E will accept deliveries of RPS-eligible energy from a new 53 megawatts (“MW”) geothermal project located near Dixie Valley, Nevada, for a term of 25 years. With an expected commercial operation date of June 1, 2013, the Project is expected to deliver on average approximately 441 gigawatt hours (“GWh”) per year over the term of the PPA.

The First Amendment was executed on June 15, 2011 and amends the PPA to ensure that it conforms exactly to the “non-modifiable” terms set forth in Appendix C of D.10-03-021, as modified by D.11-01-025.

PG&E provides a copy of the First Amendment in Appendix A.
II. REGULATORY PROCESS

Protests:

Due to the limited scope of PG&E’s supplemental filing, PG&E respectfully requests the protest period for this filing not be re-opened.

Effective Date:

PG&E requests that this supplemental filing become effective concurrently with the Commission’s approval of Advice Letter 3736-E.

Notice:

In accordance with General Order 96-B, Section IV, a copy of this Advice Letter and the public appendix is being sent electronically and via U.S. mail to parties shown on the attached list and the service lists for R.11-05-005 and R.08-02-007. Address changes to the General Order 96-B service list should be directed to e-mail PGETariffs@pge.com. For changes to any other service list, please contact the Commission’s Process Office at (415) 703-2021 or at Process_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Non-market participants who are members of PG&E’s Procurement Review Group and have signed appropriate Non-Disclosure Certificates will also receive the Advice Letter and accompanying confidential attachments by overnight mail. Address changes should be directed to PGETariffs@pge.com. Advice letter filings can also be accessed electronically at: http://www.pge.com/tariffs.

Brian Chess

Vice President – Regulation and Rates

cc: Service List for R.11-05-005  
    Service List for R.08-02-007  
    Paul Douglas – Energy Division  
    Sean Simon – Energy Division  
    Jason Simon – Energy Division

Attachments

Public Attachments:

Appendix A – First Amendment to the PPA
Company name/CPUC Utility No. **Pacific Gas and Electric Company (ID U39 M)**

Utility type:   Contact Person: David Poster and Linda Tom-Martinez

- ☑ ELC
- ☑ GAS
- ☐ PLC
- ☐ HEAT
- ☐ WATER

Phone #: (415) 973-1082 and (415) 973-4612

E-mail: dxpu@pge.com and lmt1@pge.com

EXPLANATION OF UTILITY TYPE

<table>
<thead>
<tr>
<th>ELC = Electric</th>
<th>GAS = Gas</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLC = Pipeline</td>
<td>HEAT = Heat</td>
</tr>
<tr>
<td>WATER = Water</td>
<td></td>
</tr>
</tbody>
</table>

Advice Letter (AL) #: **3736-E-A**  
Tier: 3

Subject of AL: **Supplemental Filing to the Power Purchase Agreement for Procurement of Renewable Energy Resources Between TGP Coyote Canyon, LLC, and Pacific Gas and Electric Company**

Keywords (choose from CPUC listing): Contracts, Portfolio

AL filing type: ☑ Monthly ☐ Quarterly ☐ Annual ☐ One-Time ☐ Other _____________________________

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: ______________________________________

Does AL replace a withdrawn or rejected AL?  If so, identify the prior AL: No

Summarize differences between the AL and the prior withdrawn or rejected AL: ______________________________________

Is AL requesting confidential treatment?  If so, what information is the utility seeking confidential treatment for:

Confidential information will be made available to those who have executed a nondisclosure agreement: ☑ Yes  ☐ No

Name(s) and contact information of the person(s) who will provide the nondisclosure agreement and access to the confidential information:

Resolution Required?  ☑ Yes  ☐ No

Requested effective date: **Upon Commission Approval (concurrent with Advice 3736-E)**  
No. of tariff sheets: N/A

Estimated system annual revenue effect (%): N/A

Estimated system average rate effect (%): N/A

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: N/A

Service affected and changes proposed1: N/A

Pending advice letters that revise the same tariff sheets: N/A

Protests, dispositions, and all other correspondence regarding this AL are due no later than 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:

**CPUC, Energy Division**  
Tariff Files, Room 4005  
DMS Branch  
505 Van Ness Ave.,  
San Francisco, CA 94102  
jnj@cpuc.ca.gov and mas@cpuc.ca.gov

**Pacific Gas and Electric Company**  
Attn: Brian Cherry  
Vice President, Regulation and Rates  
77 Beale Street, Mail Code B10C  
P.O. Box 770000  
San Francisco, CA 94177  
E-mail: PGETariffs@pge.com
Advice 3736-E-A

Appendix A
FIRST AMENDMENT OF POWER PURCHASE AGREEMENT

This FIRST AMENDMENT OF POWER PURCHASE AGREEMENT (this “Amendment”) is made as of the Effective Date (defined below), by and between Pacific Gas and Electric Company (“Buyer”) and TGP Coyote Canyon, LLC (“Seller”). Seller and Buyer are each considered a “Party”, and collectively, the “Parties.”

RECITALS

WHEREAS, the Parties entered into a power purchase agreement on July 10, 2010, (hereinafter the “Power Purchase Agreement”); and

WHEREAS, the Parties wish to enter into an amendment to the Power Purchase Agreement as set forth below; and

WHEREAS, capitalized terms defined in the Power Purchase Agreement are used in this Amendment as defined in the Power Purchase Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

The Power Purchase Agreement is hereby amended as set forth herein, and this Amendment shall be effective as of the last dated signature on the signature page hereto (“Effective Date”).

A. Amendment to Section 3.1(k)(viii): Replace the words “renewable energy credits” with the words “Renewable Energy Credits”.

B. Amendment to Section 10.2(b): Replace the words “renewable energy credits” with the words “Renewable Energy Credits”.

C. Miscellaneous.

1. Effect of Amendment. The Power Purchase Agreement, as modified by this Amendment, remains in effect in accordance with its terms. If there is any conflict between the Power Purchase Agreement and this Amendment, this Amendment shall control.

2. Entire Agreement. This Amendment along with the Power Purchase Agreement constitute the entire agreement between the Parties relating to the subject matter thereof and shall supersede all other prior and contemporaneous understandings or agreements, both written and oral, between the Parties relating to the subject matter thereof.

3. Governing Law. This Amendment shall be governed by Section 10.12 of the Power Purchase Agreement.

4. Captions; Construction. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement. Any term and provision of this Amendment shall be construed simply according to its fair meaning and not strictly for or against any Party. The Parties collectively
have prepared this Amendment, and none of the provisions hereof shall be construed against one Party on
the ground that such Party is the author of this Amendment or any part hereof.

5. **Counterparts.** This Amendment may be executed in one or more counterparts
each of which shall be deemed an original and all of which shall be deemed one and the same
amendment. Delivery of an executed counterpart of this Amendment by facsimile will be deemed as
effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart
of this Amendment by facsimile will also deliver an originally executed counterpart, but the failure of any
Party to deliver an originally executed counterpart of this Agreement will not affect the validity or
effectiveness of this Amendment.

6. **Any Amendments or Modifications.** This Amendment may only be amended or
modified in writing signed by each of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Power Purchase Agreement to
be duly executed by its authorized representatives, as of the day and year written below. This
Amendment shall not become effective as to either Party unless and until executed by both Parties.

TGP Coyote Canyon, LLC

<table>
<thead>
<tr>
<th>Signature:</th>
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<tbody>
<tr>
<td>Name:</td>
<td>Bernard Rasmy</td>
</tr>
<tr>
<td>Title:</td>
<td>Vice President</td>
</tr>
<tr>
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PACIFIC GAS AND ELECTRIC COMPANY, a California corporation

<table>
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<tbody>
<tr>
<td>Name:</td>
<td>DAVE LEWIS</td>
</tr>
<tr>
<td>Title:</td>
<td>DIRECTOR</td>
</tr>
<tr>
<td>Date:</td>
<td>4/15/11</td>
</tr>
</tbody>
</table>
PG&E Gas and Electric
Advice Filing List
General Order 96-B, Section IV

AT&T
Alcantar & Kahl LLP
Ameresco
Anderson & Poole
Arizona Public Service Company
BART
Barkovich & Yap, Inc.
Bartle Wells Associates
Bloomberg
Bloomberg New Energy Finance
Boston Properties
Braun Blaising McLaughlin, P.C.
Brookfield Renewable Power
CA Bldg Industry Association
CLECA Law Office
CSC Energy Services
California Cotton Ginners & Growers Assn
California Energy Commission
California League of Food Processors
California Public Utilities Commission
Calpine
Cardinal Cogen
Chris, King
City of Palo Alto
City of Palo Alto Utilities
Clean Energy Fuels
Coast Economic Consulting
Commercial Energy
Consumer Federation of California
Crossborder Energy
Davis Wright Tremaine LLP
Day Carter Murphy
Defense Energy Support Center
Department of Water Resources
Dept of General Services
Douglass & Lidell
Downey & Brand
Duke Energy
Economic Sciences Corporation
Ellison Schneider & Harris LLP
Foster Farms
G. A. Krause & Assoc.
GLJ Publications
GenOn Energy, Inc.
Goodin, MacBride, Squeri, Schlotz & Ritchie
Green Power Institute
Hanna & Morton
Hitachi
In House Energy
International Power Technology
Intestate Gas Services, Inc.
Lawrence Berkeley National Lab
Los Angeles Dept of Water & Power
Luce, Forward, Hamilton & Scripps LLP
MAC Lighting Consulting
MBMC, Inc.
MRW & Associates
Manatt Phelps Phillips
McKenzie & Associates
Merced Irrigation District
Modesto Irrigation District
Morgan Stanley
Morrison & Foerster
NLine Energy, Inc.
NRG West
Navigant Consulting
Norris & Wong Associates
North America Power Partners
North Coast Solar Resources
Northern California Power Association
Occidental Energy Marketing, Inc.
OnGrid Solar
Praxair
R. W. Beck & Associates
RCS, Inc.
Recurrent Energy
SCD Energy Solutions
SCE
SMUD
SPURR
San Francisco Public Utilities Commission
Santa Fe Jets
Seattle City Light
Sempra Utilities
Sierra Pacific Power Company
Silicon Valley Power
Silo Energy LLC
Southern California Edison Company
Spark Energy, L.P.
Sun Light & Power
Sunshine Design
Sutherland, Asbill & Brennan
Tabors Caramanis & Associates
Tecogen, Inc.
Tiger Natural Gas, Inc.
TransCanada
Turlock Irrigation District
United Cogen
Utility Cost Management
Utility Specialists
Verizon
Wellhead Electric Company
Western Manufactured Housing
Communities Association (WMA)
eMeter Corporation