December 3, 2015

Erik Jacobson
Director, Regulatory Relations
Pacific Gas and Electric Company
77 Beale Street, Mail Code B10C
P.O. Box 77000
San Francisco, CA 94177

Subject: PG&E Green Tariff Shared Renewables Community
Renewables Program Project Development Tariff
Rider and Amendment and E-Enhanced Community
Renewables Project Development Tariff

Dear Mr. Jacobson:

Advice Letter 4726-E is effective November 20, 2015.

Sincerely,

Edward Randolph
Director, Energy Division
October 21, 2015

Advice 4726-E
(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

Subject: PG&E Green Tariff Shared Renewables Community Renewables Program Project Development Tariff Rider and Amendment and E-Enhanced Community Renewables Project Development Tariff

Purpose

Pacific Gas and Electric Company (PG&E) respectfully submits this advice letter containing the PG&E-specific Green Tariff Shared Renewables (GTSR) Community Renewables Program Project Development Tariff Rider (ECR Rider) and Amendment and E-Enhanced Community Renewables Project Development Tariff (ECR Tariff) as filed in the supplemental Joint Procurement Implementation Plan Advice Letter (JPIAL) (AL 4637-E-A) in accordance with Resolution E-4734.¹

Background

On January 29, 2015, the Commission approved Decision (D.)15-01-051 implementing the GTSR Program enacted by SB 43. D.15-01-051 also approved PG&E’s Green Tariff Shared Renewables Program, filed in Application (A.)12-01-008, with modifications. The overall program cap is set at 600 MW pursuant to the statute, with allocations to the three investor-owned utilities (IOUs), PG&E, Southern California Edison (SCE), and San Diego Gas and Electric (SDG&E) as follows: 271 MW for PG&E, 269 MW for SCE, and 59 MW for SDG&E.²

¹ Resolution E-4734 was issued on October 2, 2015.
² There are no restrictions on how customer participation is to be divided between Green Tariff and ECR components however, the statute does make specific reservations for (1) 100 MW set aside for facilities no larger than 1 MW in impacted and disadvantaged communities; (2) 100 MW is reserved for participation by residential customers; (3) 20 MW is reserved for City of Davis.
The statute intends the GTSR Program to: (1) expand access “to all eligible renewable energy resources to all ratepayers who are currently unable to access the benefits of onsite generation,”3 and (2) “create a mechanism whereby institutional customers . . . commercial customers and groups of individuals can meet their needs with electric generation from eligible renewable energy resources.”4 The GTSR Program is also required to “provide support for enhanced community renewables programs to facilitate development of eligible renewable resource projects located close to the source of demand.”5

On May 13, 2015, PG&E filed Advice Letter 4637-E, the GTSR JPIAL, in accordance with D.15-01-051, Ordering Paragraph 2. On October 2, 2015, the Commission issued Res. E-4734, which requires the IOUs to modify the JPIAL via a supplemental advice letter.6 This advice letter contains the PG&E-specific GTSR Community Renewables Program Project Development Rider and Amendment and E-Enhanced Community Renewables Project Development Tariff. The PG&E-specific ECR Rider and Tariff directly reflect the modifications made to the generic, joint IOU ECR Tariff and Rider as directed by Res. E-4734 which are being filed by SCE on behalf of the IOUs on the same day as this Advice Letter.

**Protests**

Anyone wishing to protest this filing may do so by letter sent via U.S. mail, facsimile or E-mail, no later than November 10, 2015, which 20 days from the date of this filing. Protests must be submitted to:

CPUC Energy Division  
ED Tariff Unit  
505 Van Ness Avenue, 4th Floor  
San Francisco, California 94102

Facsimile: (415) 703-2200  
E-mail: EDTariffUnit@cpuc.ca.gov

Copies of protests also should be mailed to the attention of the Director, Energy Division, Room 4004, at the address shown above.

The protest shall also be sent to PG&E either via E-mail or U.S. mail (and by facsimile, if possible) at the address shown below on the same date it is mailed or delivered to the Commission:

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3 Code § 2831(b)  
4 Code § 2831(f)  
5 Code § 2833(o)  
6 Resolution E-4734, OP2. The supplemental JPIAL advice letter, AL 4637-E-A, was filed on October 21, 2015.
Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

Effective Date

PG&E requests that this advice filing become effective on November 20, 2015, which is 30 calendar days after the date of filing and corresponds with the requested effective date of the supplemental JPIAL (AL 4637-E-A) also filed on October 21, 2015.

Notice

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list and the service list for Service List A.12-01-008, et al. Address changes to the General Order 96-B service list should be directed to PG&E at email address 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. Advice letter filings can also be accessed electronically at: http://www.pge.com/tariffs/.

/S/

Erik Jacobson
Director, Regulatory Relations

Attachments

cc: Service List A.12-01-008, et al.
**CALIFORNIA PUBLIC UTILITIES COMMISSION**

**ADVICE LETTER FILING SUMMARY**

**ENERGY UTILITY**

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**Company name/CPUC Utility No.** Pacific Gas and Electric Company (ID U39 E)

<table>
<thead>
<tr>
<th>Utility type:</th>
<th>Contact Person: Jennifer Wirowek</th>
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<tr>
<td>☑ ELC</td>
<td>Phone #: (415) 973-1419</td>
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<tr>
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<td>E-mail: <a href="mailto:J6WS@pge.com">J6WS@pge.com</a> and <a href="mailto:PGETariffs@pge.com">PGETariffs@pge.com</a></td>
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**EXPLANATION OF UTILITY TYPE**

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- **Advice Letter (AL) #:** 4726-E
- **Tier:** 1
- **Subject of AL:** PG&E Green Tariff Shared Renewables Community Renewables Program Project Development Tariff Rider and Amendment and E-Enhanced Community Renewables Project Development Tariff

**Keywords (choose from CPUC listing):** Compliance, Forms

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

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #: Resolution E-4734

If 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: No

Confidential information will be made available to those who have executed a nondisclosure agreement: N/A

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:** November 20, 2015

**No. of tariff sheets:** 25

**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:** New Electric Schedule E-ECR-PDT, E-Enhanced Community Renewables Project Development Tariff and New Electric Sample Form No. 79-1176 Green Tariff Shared Renewables (GTSR) Community Renewables (CR) Program Project Development Tariff Rider and Amendment

Service affected and changes proposed: See Attachment 1

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:

- **California Public Utilities Commission**
  - **Energy Division**
  - **EDTariffUnit**
  - **505 Van Ness Ave., 4th Flr.**
  - **San Francisco, CA 94102**
  - **E-mail: EDTariffUnit@cpuc.ca.gov**

- **Pacific Gas and Electric Company**
  - **Attn: Erik Jacobson**
  - **Director, Regulatory Relations**
  - **c/o Megan Lawson**
  - **77 Beale Street, Mail Code B10C**
  - **P.O. Box 770000**
  - **San Francisco, CA 94177**
  - **E-mail: PGETariffs@pge.com**
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A. APPLICABILITY:

The E-Enhanced Community Renewables (E-ECR) Project Development Tariff (PDT) schedule (Schedule E-ECR-PDT or this Schedule) implements, in part, one of two Green Tariff Shared Renewables (GTSR) programs (GTSR Programs) pursuant to California Public Utilities Code (PUC) Sections 2831-2834 and California Public Utilities Commission (CPUC) Decision (D.) 15-01-051. This Schedule is available, on a first-come, first-served basis, to applicants (ECR Applicants) who (i) own or control an ECR Facility (or ECR Project), (ii) meet the ECR Eligibility Criteria outlined herein, and (iii) submit a complete ECR Program Participation Request (ECR PPR).

This Schedule will close to ECR Applicants submitting new ECR PPRs on the earlier of: (i) the conclusion of the November-December 2017 ECR Period, or (ii) the date upon which the combined nameplate rated generating capacity of ECR Facilities participating under this Schedule and facilities procured to meet Customer Subscriptions served under E-ECR reaches 272 megawatts-alternating current (MW-AC) (GTSR Program Cap), which represents PG&E’s allocated share of the total statewide GTSR Program cap of 600 MW-AC.

As a prerequisite for participating under this Schedule, an ECR Applicant must provide PG&E with a copy of its proposed marketing plan and marketing materials prior to marketing its ECR Project to any potential ECR Customers and prior to submitting a PPR. PG&E will review the marketing plan and marketing materials for the limited purpose of reviewing whether the materials contain specified information as outlined on PG&E’s website, and will provide notice to the ECR Applicant regarding whether the information provided satisfies the criteria. If PG&E, in its reasonable discretion, determines that the marketing plan and/or marketing materials do not meet the criteria, the ECR Applicant must update the materials and re-submit the documentation to PG&E prior to submitting a PPR or marketing its ECR Project to any potential ECR Customers. The Customer Developer Agreement (CDA) is not considered part of the ECR Applicant’s marketing plan or marketing materials and should not be included in the marketing package sent to PG&E for review.
B. EFFECTIVE DATE:

The Effective Date of this Schedule is November 20, 2015, pursuant to CPUC Resolution E-4734.

C. TERRITORY:

PG&E’s electric service territory.

D. ECR ELIGIBILITY CRITERIA:

An ECR Applicant must meet the eligibility criteria outlined below (ECR Eligibility Criteria):

1. Territory: The ECR Project must be physically located within PG&E’s electric service territory, and must be interconnected to PG&E’s electric distribution system.

2. New Eligible Renewable Energy Resource: The ECR Project must be a New Facility that generates electricity using only a solar resource that is an Eligible Renewable Energy Resource as defined in PUC Section 399.12. Projects that include solar coupled with energy storage are not eligible to participate under this Schedule.

3. Qualifying Facility: The ECR Project must be a Qualifying Facility, as defined by the Federal Energy Regulatory Commission. See 16 U.S.C. § 824a-3(b); 18 C.F.R. § 292.304(a)(2).

4. California Air Resources Board’s (CARB’s) Voluntary Renewable Electricity (VRE) Program: All renewable energy resources procured on behalf of ECR Customers from an ECR Project shall comply with the CARB’s VRE Program. California-eligible greenhouse gas allowances associated with purchases from an ECR Project shall be retired on behalf of ECR Customers as part of the VRE Program.

5. Contract Capacity: The nameplate rated generating capacity of the ECR Project cannot be less than 0.5 MW-AC and cannot exceed 3.0 MW-AC.

(Continued)
D. ECR ELIGIBILITY CRITERIA (Cont'd.):

6. Interconnection Study / Strategically Located: An ECR Applicant’s ECR Project must have passed the Fast Track Initial Review screens, passed Supplemental Review, completed a PG&E System Impact Study in the Independent Study Process, or completed a PG&E Phase 1 Study in the Distribution Group Study Process or Transmission Cluster Study Process (Interconnection Study).

   a. The ECR Project must be interconnected to PG&E’s distribution system, and the ECR Project’s most recent Interconnection Study or Interconnection Agreement must affirmatively support the ECR Project’s ability to interconnect (i) within twenty-four (24) months of the execution of the Renewable Market Adjusting Tariff (Re-MAT) Power Purchase Agreement (PPA) (Form # 79-1150) (Re-MAT PPA) and ECR Rider (Form # 79-1176) (collectively referred to herein as the ECR PPA) and (ii) without requiring transmission system Network Upgrades in excess of $300,000.

   b. If both PG&E’s Rule 21 and Wholesale Distribution Access Tariff (WDAT) are applicable and available to an ECR Project in a given situation, the ECR Applicant can choose to pursue interconnection for the ECR Project under either Rule 21 or WDAT, until the CPUC makes a determination otherwise. After such a CPUC decision, ECR Projects must interconnect as stipulated in that CPUC decision, except that those ECR Projects that requested interconnection pursuant to Rule 21 or WDAT and had submitted an ECR PPR under this Schedule that was deemed complete by PG&E prior to any final CPUC decision will not be required to switch interconnection tariffs and will continue to be eligible to receive service under this Schedule, provided the ECR Project is otherwise eligible.
D. ECR ELIGIBILITY CRITERIA (Cont’d.):

7. Site Control: The ECR Applicant must provide to PG&E an attestation that it has 100% site control for the ECR Project through: (a) direct ownership; (b) lease; or (c) an option to lease or purchase that may be exercised upon execution of the ECR PPA. The ECR Applicant is required to submit a map showing the boundary of the Site for which the ECR Applicant has control as part of the ECR PPA. PG&E reserves the right to request additional information.

8. Developer Experience: The ECR Applicant must provide to PG&E an attestation that at least one member of its development team has: (a) completed the development of at least one project of similar technology (solar) and capacity; or (b) begun construction of at least one other project of similar technology (solar) and capacity. A project less than 1 MW-AC will be deemed to be similar in capacity to an ECR Project up to 1 MW-AC. A project between 1 MW-AC and 3 MW-AC will be deemed to be similar in capacity to an ECR Project up to 3 MW-AC. For example, for a 3 MW-AC ECR Project, a project of similar capacity cannot be smaller than 1 MW-AC.

9. Daisy Chaining: The ECR Applicant must provide to PG&E an attestation that the exporting project(s) being developed, owned or controlled by the ECR Applicant or the ECR Applicant’s Affiliates on any single or contiguous pieces of property does not have a combined Contract Capacity in excess of 3 MW-AC. PG&E may, at its sole discretion, determine that the ECR Applicant does not satisfy this ECR Eligibility Criteria if the ECR Project appears to be part of an installation larger than 3 MW in the same general location that has been or is being developed by the ECR Applicant or the ECR Applicant’s Affiliates, or appears to be sharing facilities with one or more projects.

10. Other Incentives: An ECR Project that previously received incentives under the California Solar Initiative (CSI) or the Self-Generation Incentive Program (SGIP) is ineligible for participation under this Schedule.
D. ECR ELIGIBILITY CRITERIA (Cont'd.):


12. Concurrent Participation under Schedule Re-MAT: Separate queues are maintained for projects requesting service under this Schedule (ECR Queue) and Schedule Re-MAT. As such, an ECR Applicant cannot submit a PPR or maintain a position in the queue for the same project under both this Schedule and Schedule Re-MAT. For the purposes of this Section D.12 only, projects that share, utilize, or are based on the same interconnection request, study or agreement will be considered the same project.

13. Community Location: Subscribing ECR Customers must be physically located within the same municipality or county as the ECR Project, or within ten miles of the ECR Project, prior to the execution of the ECR PPA. After the ECR PPA is executed with PG&E, subscribing ECR Customers must be located anywhere within PG&E's service territory.

14. Community Interest: An ECR Applicant must provide to PG&E an attestation that: (a)(i) ECR Customers who meet the Community Location requirements described above have committed to enroll in 30% of the ECR Project’s capacity, or (ii) ECR Customers who meet the Community Location requirements described above have provided expressions of interest in the ECR Project sufficient to reach a subscription amount of at least 51% of the ECR Project’s capacity; and, (b) a minimum of three separate ECR Customers who meet the Community Location requirements described above have committed to enroll or have provided the necessary expressions of interest to reflect the shared aspect of the ECR program (Minimum Community Interest Requirements). A guarantee of subscription levels from a third-party institutional customer or municipality working to develop an ECR Project in its Community satisfies the Minimum Community Interest Requirements. Criteria for satisfying the Minimum Community Interest Requirements are further defined on PG&E’s website. This attestation is required as part of the ECR PPR. ECR Applicants are further required to confirm in each ECR Program Period and as part of the ECR PPA that their ECR Project continues to meet the Minimum Community Interest Requirements outlined herein and all other ECR Eligibility Criteria. As discussed under Section I.1 below, prior to the execution of the ECR PPA, ECR Applicants are required to provide to PG&E, at minimum and according to the instructions listed on PG&E’s website, a list of ECR Customers and their associated information, or the required attestation from a third-party institutional or municipal customer, which is subject to verification by PG&E, for the specific ECR Project.
D. ECR ELIGIBILITY CRITERIA (Cont’d.):

15. ECR Customer Eligibility: All ECR Customers must meet the eligibility requirements as provided in E-ECR.

16. Green-e® Energy Compliance: An ECR Applicant’s ECR Project must meet Green-e® Energy eligibility criteria throughout the Delivery Term of the ECR PPA. An ECR Applicant must provide to PG&E an attestation stating that the ECR Project meets the marketing, reporting and other requirements of the Green-e® Energy Program to be able to produce Green-e® Energy eligible product in accordance with the Green-e® Energy National Standard in effect at the time of ECR PPA execution. The ECR Applicant must agree to adhere to the Green-e® Energy program’s marketing, disclosure and additional requirements as specified in the Green-e® Energy program website, the ECR PPA and/or PG&E’s website, which includes being subject to audits to ensure compliance with the Green-e® Energy Program. The ECR Applicant must agree in the ECR PPA that it will complete, sign and return, on an annual basis or whenever required by PG&E or the Center for Resource Solutions, the Green-e® Energy Attestation From Generator Participating in a Tracking System form, or its successor form, to PG&E. The ECR Applicant will, throughout the Delivery Term of the ECR PPA, be responsible for all costs incurred to obtain and maintain Green-e® Energy certification and compliance.
D. ECR ELIGIBILITY CRITERIA (Cont'd.):

17. Securities Opinion: Concurrent with ECR PPA execution, the ECR Applicant must provide an original legal opinion, in form and substance acceptable to PG&E, and addressed to PG&E, issued by a law firm listed in The American Lawyer annual “AmLaw 100” list for the then-current year stating that the transactions between the ECR Customers and the ECR Applicant: (a) comply with securities law, and that PG&E and its ratepayers are not at risk for securities claims associated with the ECR Project, and (b) comply with one of the following (i) do not involve the offer or sale of “securities” under California or federal law, (ii) involve the offer or sale of securities that are registered under federal securities law and are qualified under California securities law, or (ii) involve the offer or sale of securities exempt from registration under federal securities law and qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to PG&E in its reasonable discretion. The ECR Applicant must submit to PG&E an attestation from an officer of the ECR Applicant that the fact certificate provided by an officer of the ECR Applicant to the law firm issuing the legal opinion is true and complete and that the ECR Applicant’s business model with ECR Customers is, and throughout the Delivery Term will be, as described in the legal opinion. PG&E has no obligation to execute an ECR PPA with the ECR Applicant if the ECR Applicant either fails to provide the required legal opinion or provides an opinion that does not meet the requirements described above.

18. The ECR Project must be a New Facility and cannot have an existing PPA or other contract for energy and/or capacity deliveries to PG&E, or any other counterparty, for the same ECR Project at the time of execution of the ECR PPA.

19. CCA Code of Conduct: The ECR Applicant must provide an attestation to PG&E that the ECR Applicant has received and read Attachment 1 of the Community Choice Aggregation (CCA) Code of Conduct Decision (D.12-12-036), and will not circumvent it.
E. ECR PROGRAM PARTICIPATION REQUEST (PPR):

The ECR PPR requirements and review process are as follows:

1. An ECR Applicant must submit a complete ECR PPR to be eligible for service under this Schedule and must submit the following ECR PPR items. Information on how to submit the ECR PPR is available on PG&E’s website. An ECR PPR must include:

   a. PPR Fee: An ECR Applicant must pay a non-refundable application fee as part of each ECR PPR submission, consistent with the PPR fee included in Schedule Re-MAT, which is currently set at $2/kilowatt-alternating current (kW-AC). The ECR PPR fee is not applicable toward the Collateral Requirements under the ECR PPA. The manner and form of payment is specified by PG&E on its website and/or information technology system.

   b. PPR Form: ECR Applicants must submit the ECR PPR form in a manner and form specified by PG&E.

   c. Supporting Documentation: Supporting documentation, including but not limited to the items below, must be submitted.

      i. A copy of the most recent Interconnection Study or Interconnection Agreement for the ECR Project. Any new or amended Interconnection Study or Interconnection Agreement must be submitted to PG&E within five (5) business days of receipt of the study or agreement.

      ii. A completed copy of Appendix E of the ECR PPA, including but not limited to a single line diagram, site legal description, Assessor Parcel Number (APN), site map clearly outlining the border of the ECR Project site for which site control exists, and any other documentation as specified on PG&E’s website.

      iii. A Geographic Information System file of the ECR Project boundary information.

(Continued)
E. ECR PROGRAM PARTICIPATION REQUEST (PPR) (Cont’d.):

   c. Supporting Documentation: (Cont’d.)

   iv. An attestation that includes the percentage ownership that the ECR Applicant and ECR Applicant’s Affiliates have in each ECR Project for which an ECR PPR has been submitted. The ECR Applicant must also provide an organizational chart to indicate the ECR Applicant’s parent companies and ECR Applicant’s Affiliates. ECR Customers are not considered owners for the purpose of calculating percentage ownership for this required attestation. The determination of the percentage of ownership that an ECR Applicant holds in an ECR Project will be made by the ECR Applicant based on accounting standards and/or project financing conventions. PG&E does not have an obligation to review materials or documents related to an ECR Applicant’s ownership or financing of an ECR Project and does not have an obligation to advise an ECR Applicant on the percentage ownership that an ECR Applicant has in an ECR Project. PG&E shall have the right to request and review the ECR Applicant’s ownership calculation and supporting documentation. The ECR Applicant must submit an updated attestation within five (5) business days of any change in ownership.

   v. An attestation that all marketing plans and marketing materials have been reviewed by PG&E and acknowledgement that no substantive changes shall be made to the marketing plans and marketing materials reviewed by PG&E without PG&E’s prior review throughout the Delivery Term of the ECR PPA.

   vi. An attestation that the ECR Applicant has received and read Attachment 1 of the CCA Code of Conduct Decision (D.12-12-036), and will not circumvent it.

   vii. All attestations required in this Schedule, including but not limited to those specifically required in Section D above for site control, developer experience, daisy chaining, community location, community interest, marketing, CCA Code of Conduct and Green-E® Energy compliance.

   viii. Such other information and documentation that PG&E may request to verify compliance with the ECR Eligibility Criteria.
E. ECR PROGRAM PARTICIPATION REQUEST (PPR) (Cont'd.):

d. Review Period and ECR Queue Number Assignment: Within thirty (30) business days of receiving an ECR PPR, PG&E, in its sole discretion, will confirm whether the ECR Applicant's ECR PPR is deemed complete and satisfies the ECR Eligibility Criteria. ECR Projects will be assigned a program position (ECR Queue Number) in the ECR Queue once the ECR PPR is deemed complete by PG&E. ECR Projects are not placed in or considered part of any Schedule Re-MAT Product Type Queue. If the ECR PPR is deemed complete, the ECR Queue Number is based on the date and time that the ECR PPR was received by PG&E.

e. ECR PPR Rejection: If an ECR Applicant's ECR PPR is deemed incomplete, or the ECR Applicant is otherwise ineligible for an ECR PPA, PG&E will notify the ECR Applicant that the ECR PPR has been rejected (i.e., the ECR PPR is null and void). If rejected, the ECR Applicant will be required to submit a new correct and complete ECR PPR demonstrating the ECR Applicant's and ECR Project's eligibility. The ECR Applicant's ECR Queue Number will be based on the date and time of the re-submitted, correct and complete ECR PPR.

f. Cure Period: PG&E, in its sole discretion, may permit an ECR Applicant to cure minor deficiencies, as determined by PG&E, by re-submitting the ECR PPR (or a subset thereof) within ten (10) business days of notice from PG&E of the deficiency. To be permitted to cure the deficiencies identified by PG&E, the ECR Applicant's original ECR PPR must demonstrate that the ECR Applicant's ECR Project was eligible at the time of submittal. ECR Applicants whose ECR PPRs contain material substantive issues with the ECR Eligibility Criteria will be deemed incomplete and rejected. PG&E will review a re-submitted ECR PPR within thirty (30) business days of receipt of the re-submitted ECR PPR. If the re-submitted ECR PPR is deemed complete after the second review, the ECR Queue Number assignment will be based on the date that the ECR PPR was initially received by PG&E. Failure to re-submit the ECR PPR within ten (10) business days of notice from PG&E to correct the minor deficiency shall result in the ECR PPR being rejected, as described in Section E.1.e above.
E. ECR PROGRAM PARTICIPATION REQUEST (PPR) (Cont’d.):

   g. Change in Eligibility: ECR Applicants are required to confirm in each ECR Program Period that their ECR Project meets the ECR Eligibility Criteria outlined herein. If an ECR Applicant and/or ECR Project previously deemed eligible to participate under this Schedule no longer meets the ECR Eligibility Criteria, the ECR Applicant must immediately notify PG&E and shall relinquish its ECR Queue Number for the applicable ECR PPR. The ECR PPR will be deemed rejected, as described in Section E.1.e above.

2. Once an ECR Applicant has an ECR Queue Number for its proposed ECR Project, the information provided in the ECR PPR regarding the ECR Project may not be modified, unless permitted or approved by PG&E, and shall be used for the completion of the ECR PPA. PG&E will indicate what information, if any, in the ECR PPR can be modified in its ECR PPR materials, website, and/or information technology system.

3. An ECR Applicant may contest a determination of ineligibility through the CPUC’s standard complaint procedure set forth in Article 4, Complaints, of the CPUC’s Rules of Practice and Procedure.
F. ECR PPR SUBMISSION DATES AND PROGRAM PERIODS:

1. Initial ECR PPR Submission Date: Applicants will be able to submit an ECR PPR for an ECR Project beginning at 9:00 a.m. Pacific Time (PT) on January 1, 2016 (Initial ECR PPR Submission Date).

2. ECR Program Periods: The ECR Program shall be divided into bi-monthly program periods (ECR Periods), and such ECR Periods will at all times correspond to the existing Re-MAT Periods, as defined in Schedule Re-MAT. The first ECR Period will begin on March 1, 2016, which corresponds to Re-MAT Period 15. In the event that Schedule Re-MAT reaches its Final Period (as defined in Schedule Re-MAT) before the Final ECR Period, the ECR Periods shall then occur on the first business day of the second month following the Schedule Re-MAT Final Period and shall continue on a bi-monthly basis thereafter until the Final ECR Period.

3. Final ECR Period: The final ECR Period (Final ECR Period) is the earlier of November-December 2017, or when the capacity remaining for the GTSR Program reaches zero or a de minimis amount approaching zero. At the close of the Final ECR Period, this Schedule will close to all applicants seeking to submit new ECR PPRs and no new ECR PPAs will be offered by PG&E.
G. ECR CAPACITY ALLOCATION:

ECR capacity shall be allocated as follows:

1. The amount of ECR capacity available (Available ECR Allocation) for Subscription for any ECR Period throughout the GTSR Program will be 5 MW-AC (unless the remaining GTSR Program Cap is less than 5 MW-AC, in which case the amount of Available ECR Allocation for Subscription for such ECR Period shall be the maximum remaining under the GTSR Program Cap).

2. On November 30, 2015, and on the first business day of each ECR Period, PG&E shall publish the Available ECR Allocation and the total capacity remaining under the GTSR Program Cap on PG&E’s website.

3. Any capacity associated with ECR PPAs that terminate prior to the delivery of any electricity to PG&E will not be counted toward the GTSR Program Cap. Any capacity associated with ECR PPAs that are terminated after the delivery of any electricity to PG&E will be counted toward the GTSR Program Cap.
E. ECR PRICE:

The prices for ECR PPAs (ECR Contract Price) are determined as follows:

1. If PG&E offers capacity in the Re-MAT As-Available Peaking Product Type during any concurrent ECR Period, the ECR Contract Price will be the same Contract Price as the Re-MAT As-Available Peaking Product Type, the calculation of which is described in Section H of PG&E’s Schedule Re-MAT, for that ECR Period. The number of ECR Projects with ECR Queue Numbers and/or the percentage of ECR Subscriptions for the Available ECR Allocation will in no way influence the Re-MAT Contract Price adjustment mechanism outlined in Section H of Schedule Re-MAT.

2. If PG&E has no remaining capacity to offer in the Re-MAT As-Available Peaking Product Type in any concurrent ECR Period, the ECR Contract Price shall adjust as described in Section H.2 of Schedule Re-MAT.

3. As provided in the ECR PPA, the ECR Applicant agrees to allow the ECR Contract Price payments from PG&E for energy related to subscribed capacity to be provided as bill credits to the designated list of ECR Customers for each ECR Project. The ECR Applicant shall provide the designated list of ECR Customers and specific subscription information for each ECR Customer to PG&E as described in the ECR PPA.

4. As provided in the ECR PPA, if the ECR Applicant’s ECR Project does not meet the required subscription minimum, payment to the ECR Applicant for all energy related to unsubscribed capacity shall be at the Unsubscribed Energy Price.
ELECTRIC SCHEDULE E-ECR-PDT
E-ENHANCED COMMUNITY RENEWABLES PROJECT DEVELOPMENT TARIFF (N)

I. ECR SUBSCRIPTION:

ECR Subscription shall occur as follows:

1. Within ten (10) business days after the first business day of each ECR Period, ECR Applicants must provide PG&E with written notice indicating whether or not the ECR Applicant is willing to execute an ECR PPA based on the applicable ECR Contract Price (Accept the ECR Contract Price or Reject the ECR Contract Price). PG&E’s website, information technology systems, or other materials shall specify how the ECR Applicant shall provide written notice to PG&E. Concurrent with a submittal of written notice Accepting the ECR Contract Price, the ECR Applicant must also provide to PG&E the ECR Customer Subscription information, as specified on PG&E’s website, for PG&E to verify that the ECR Project meets the ECR Eligibility Criteria. If the ECR Customer is a third-party institutional customer or municipality working to develop an ECR Project in its Community, upon Acceptance of the ECR Contract Price, the ECR Applicant must provide to PG&E an attestation stating the guaranteed subscription level from the third-party institutional customer or municipality, and if the ECR Applicant is awarded an ECR PPA, the ECR Applicant must provide to PG&E the ECR Customer Subscription information upon the COD specified in the ECR PPA.

2. If an ECR Applicant Accepts the ECR Contract Price but that ECR Applicant’s ECR Customer Subscription information or required attestation contains minor deficiencies as determined by PG&E, PG&E, in its sole discretion, may permit an ECR Applicant to cure these minor deficiencies by re-submitting the ECR Customer Subscription information or required attestation (or a subset thereof) within five (5) business days of notice from PG&E of the deficiency. The ECR PPR for an ECR Applicant whose ECR Customer Subscription information or required attestation contains material substantive issues will be deemed incomplete and rejected, as described in Section E.1.e above. PG&E will review re-submitted ECR Customer Subscription information or the required attestation within ten (10) business days of receipt. If the re-submitted ECR Customer Subscription information or required attestation is deemed complete after the second review, the ECR Applicant will remain eligible to Accept the ECR Contract Price. Failure to re-submit the ECR Customer Subscription information or required attestation within five (5) business days of notice from PG&E to correct the minor deficiency shall result in the ECR PPR being rejected, as described in Section E.1.e above.
I. ECR SUBSCRIPTION (Cont'd.):

3. Failure to provide PG&E with written notice Accepting the ECR Contract Price and the ECR Customer Subscription information or required attestation by 5:00 p.m. PT on the tenth (10th) business day after the first business day of an ECR Period will be deemed to be notice that the ECR Applicant Rejects the ECR Contract Price for that ECR Period.

4. PG&E will award ECR PPAs to ECR Applicants who meet the ECR Eligibility Criteria and who Accept the ECR Contract Price in ECR Queue Number order until the Available ECR Allocation for the ECR Period is met or Deemed Fully Subscribed. PG&E will input information from the ECR PPR into the ECR PPA for execution. PG&E will provide written notice to ECR Applicants who are awarded an ECR PPA for an ECR Period within thirty (30) business days following the deadline for ECR Applicants to Reject the ECR Contract Price or Accept the ECR Contract Price. If the Contract Capacity of the next ECR Project in ECR Queue Number order that has provided notice to PG&E within ten (10) business days after the first business day of an ECR Period indicating a willingness to execute an ECR PPA is larger than the remaining Available ECR Allocation for that ECR Period, that ECR Applicant will not be awarded an ECR PPA and PG&E will deem the Available ECR Allocation fully subscribed (Deemed Fully Subscribed).

5. Applicants who Reject the ECR Contract Price or Accept the ECR Contract Price but who are not awarded an ECR PPA will retain their ECR Queue Number, except as otherwise specified in this Schedule.
I. ECR SUBSCRIPTION (Cont’d.):

6. Applicants who are awarded an ECR PPA for an ECR Period must submit concurrently with the executed ECR PPA an original legal opinion as described in Section D.17 above to PG&E within ten (10) business days of receiving written notice of an executable ECR PPA from PG&E. If the ECR Applicant fails to return an executed ECR PPA and legal opinion to PG&E within ten (10) business days of receiving an executable ECR PPA, the ECR Applicant will be deemed to have rejected the ECR PPA and the Applicant’s ECR Queue Number will be revoked. The capacity associated with the ECR Applicant’s ECR Project will be allocated back to the remaining ECR program capacity pursuant to Section G above.

7. Within ten (10) business days of the execution of the ECR PPA by both the ECR Applicant and PG&E, PG&E will provide on its website information regarding the executed ECR PPA.

8. Residential Customer Subscription Minimums: 45 MW-AC of capacity is reserved for residential customer participation in the GTSR Program. PG&E reserves the right to not offer an ECR PPA to an ECR Project if the subscribed ECR Customers to that ECR Project would cause PG&E to no longer have 45 MW-AC available for residential customer participation in its GTSR Program. Additionally, PG&E is required to procure one ECR project that has at least 50% residential ECR Customer Subscriptions. If an ECR Project in the ECR Queue demonstrates that it has at least 50% residential ECR Customer Subscriptions and PG&E has not yet met this target, PG&E reserves the right to execute an ECR PPA with that ECR Project regardless of that ECR Project’s place in the ECR Queue provided, however, that if multiple ECR Projects in the ECR Queue would allow PG&E to meet this target, PG&E will adhere to the ECR Queue Number of those projects when meeting this target.
I. ECR SUBSCRIPTION (Cont’d.):

9. Environmental Justice (EJ) Prioritization Option: PG&E is directed to set aside 45 MW-AC of capacity for GTSR Program projects of up to 1 MW-AC in size that are located in EJ areas, as defined below under Section N. PG&E reserves the right to not offer an ECR PPA to an ECR Project if the ECR Project would cause PG&E to no longer have 45 MW-AC available for EJ participation on its GTSR Program. If there are ECR Projects in the ECR Queue no greater than 1 MW-AC in size that are located in an EJ area, PG&E reserves the right to execute an ECR PPA(s) with those ECR Projects regardless of their place in the ECR Queue provided, however, that if multiple ECR Projects in the ECR Queue would allow PG&E to meet this target, PG&E will adhere to the ECR Queue Number of those projects when meeting this target.

J. ECR PPA:

The ECR PPA will be completed by PG&E for execution by the ECR Applicant and shall include the information submitted in the ECR PPR, which includes, but is not limited to, the information listed below.

1. ECR Applicant Name: must be a legal entity
2. ECR Project Name
3. ECR Project Street Address (or nearest intersection) (or coordinates if no intersection or street address)
4. Type of Facility: As-Available Peaking
5. Renewable Resource Type: Solar
6. Interconnection Queue Position
7. Interconnection Point
8. Service Voltage
9. Delivery Point (point of interconnection to the California Independent System Operator (CAISO) grid; and, for payment purposes, the corresponding Price Node (PNode))
10. Expected COD: no later than twenty-four (24) months from the execution date of the ECR PPA
11. Contract Capacity
12. Delivery Term: 10, 15, or 20 years
13. Contract Quantity: provide estimates in kWh/year, net of Station Use for each year of the Delivery Term of the ECR PPA
14. ECR Customer Protections required to be included in the CDA (PG&E will not request access to the pricing component of the CDA that applies to ECR Customers)
K. METERING:

ECR Projects must be electrically independent and separately metered. Metering requirements are described in the ECR PPA.

L. ECR SPECIAL CONDITIONS:

The following Special Conditions apply to PG&E's ECR program:

1. ECR COD Extension Policy: The COD for the ECR PPA may only be extended pursuant to the terms in the ECR PPA. The ECR PPA requires that the ECR Project achieve its COD on the first day of a calendar month within twenty-four (24) months after the Execution Date of the ECR PPA, with the possibility of one six (6) month extension for Permitted Extensions as set forth in the ECR PPA.

2. Termination of ECR PPA: Unless terminated earlier pursuant to the ECR PPA, the ECR PPA automatically terminates immediately following the last day of the Delivery Term.

3. ECR Program Suspension: PG&E may file a Tier 2 Advice Letter (AL) with the CPUC to suspend service under this Schedule when evidence of market manipulation or malfunction exists. The AL must be filed on the applicable CPUC service list. The AL shall identify the portion of the program suspended, the specific behavior and reasons for the suspension, and PG&E's proposal for resolving the problem.

M. DENIAL OF SERVICE UNDER THIS SCHEDULE:

PG&E may reject a PPR, upon written notice, under this Schedule if it makes any of the following findings:

1. The ECR Project does not meet the applicable requirements of PUC Sections 2831-2834 or any applicable CPUC decision.

2. The transmission or distribution grid that would serve as the point of interconnection is inadequate.

3. The ECR Project does not meet all applicable state and local laws and building standards, and utility interconnection requirements.

4. The aggregate of all electric generation facilities on a distribution circuit would adversely impact utility operation and load restoration efforts of the distribution system.
M. DENIAL OF SERVICE UNDER THIS SCHEDULE (Cont’d.):

5. The ECR Project appears to be part of an overall installation larger than 3 MW by the same company or consortium in the same general location, or appears to be sharing facilities with one or more projects.

6. There exist any outstanding obligations owed to PG&E by the ECR Applicant under a previously executed agreement related to the sale of energy, capacity, green attributes, or other related products, in each case, that relates to either any portion of the site or the interconnection queue position to be utilized by the ECR Project seeking an ECR PPA.

7. The ECR Project would cause PG&E not to meet its residential or EJ reservation targets as provided in Section I.8 and I.9.

8. The ECR Applicant or ECR Project does not otherwise meet the requirements of this Schedule.

Upon receipt of notice of rejection of a PPR from PG&E, the ECR Applicant may appeal the decision to the CPUC.

N. ECR DEFINITIONS:

Capitalized terms in this Schedule have the same meaning as the defined term in the ECR PPA, unless the term is otherwise defined in this Schedule either in the sections above or in the specific Definitions section below.

1. ECR PPA: As defined in Section D.6.a above, ECR PPA refers collectively to both the Re-MAT PPA (Form 79-1150) and ECR Rider (Form 79-1176) when used in this Schedule.

2. As-Available Peaking: For the purposes of this Schedule, As-Available Peaking has the same meaning as the defined term “As-Available Peaking” in Section N of Schedule Re-MAT. PG&E reserves the right to request a generation profile and supporting information for the ECR Project to confirm the generation profile.

3. Subscription: For the purposes of this Schedule, Subscription is defined as the total capacity of ECR Projects from ECR Applicants willing to accept the ECR Contract Price in an ECR Period.
N. ECR DEFINITIONS (Cont’d.):

4. Community: For the purposes of this Schedule, Community is defined as ECR Customers within the same municipality or county as the ECR Project address, or who have a service address within ten (10) miles of the ECR Project’s address. Prior to the execution of the ECR PPA, an ECR Project must meet the Minimum Community Interest Requirements, as defined in Section D.14 above.

5. ECR Applicant: For the purpose of this Schedule, ECR Applicant shall mean the entity who submits an ECR PPR for an ECR Project to PG&E to apply to participate on this Schedule.

6. ECR Customer: A PG&E customer who meets the eligibility requirements and/or receives service pursuant to E-ECR and who enters into a CDA with an ECR Applicant.

7. EJ Project: An ECR Project that meets the ECR Eligibility Criteria with a nameplate rated generating capacity that is between 0.5 MW-AC and 1 MW-AC, and that is located in one of the EJ census tracts listed on PG&E’s website.

8. New Facility: A facility that meets the ECR Eligibility Criteria, has never generated electricity before the COD in the ECR PPA (except for testing under the ECR PPA), and that was constructed for the sole purpose of participating under this Schedule, the initial COD of which is specified in the ECR PPA.

Green Tariff Shared Renewables (GTSR) Community Renewables (CR) Program
Project Development Tariff Rider and Amendment

Please Refer to Attached Sample Form
GREEN TARIFF SHARED RENEWABLES (GTSR) COMMUNITY RENEWABLES (CR) PROGRAM PROJECT DEVELOPMENT TARIFF RIDER AND AMENDMENT
FORM # 79-1176

to the
RENEWABLE MARKET ADJUSTING TARIFF
POWER PURCHASE AGREEMENT
FORM # 79-1150

between
PACIFIC GAS AND ELECTRIC COMPANY

and

[NAME OF SELLER]

This Green Tariff Shared Renewables (GTSR) Community Renewables (CR) Program Project Development Tariff Rider And Amendment (“GTSR CR Rider and Amendment”) to the Agreement (as that term is defined below) dated as of the GTSR CR Rider and Amendment Effective Date (as that term is defined below) is entered into between Pacific Gas and Electric Company, a California corporation (“PG&E”), and [Name of Seller], a [Legal Status of Seller] (“Seller”). PG&E and Seller are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used herein and not otherwise defined in this GTSR CR Rider and Amendment shall have the meanings ascribed to such terms in the Agreement (as that term is defined below).

RECITALS

The Parties enter into this GTSR CR Rider and Amendment with reference to the following facts:

A. Concurrently herewith, PG&E and Seller enter into that certain Renewable Market Adjusting Tariff Power Purchase Agreement, (as amended from time to time, the “Agreement”), under which, among other things, Seller will sell to PG&E, and PG&E will purchase from Seller, Product upon commencement of the Term, pursuant to PG&E’s Green Tariff Shared Renewables Community Renewables Project Development Tariff (Schedule GTSR-CR).

B. The Parties seek to modify the Agreement in order to incorporate provisions related to Schedule GTSR-CR.
AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

1. Sections 2.3.1, 2.3.2 and 2.3.3 are deleted and replaced with the following:

   “2.3.1. The Facility is an As-Available Facility.

   2.3.2. The Facility’s renewable resource is solar [photovoltaic (tracking) / photovoltaic (fixed tilt) / thermal / other].

   2.3.3. The Facility is a “small power production facility,” as described in 18 CFR §§292.203(a), 292.203(c) and 292.204.”

2. Section 2.8.1 is amended by deleting “If not already capable of delivering Product on the Execution Date,” in the first sentence.

3. Section 2.8.2 is amended by replacing “demonstrated” with “achieved the” and replacing “by” with “Date on or before”.

4. Section 3.1 is amended by adding “AC” after “3,000 kW” in the second sentence.

5. Section 3.2 is amended by deleting the “, and, for excess sale arrangements, Site Host Load” in the first sentence.

6. Section 3.3 is amended by deleting the following phrase:

   “, pursuant to Seller’s election of a(n) (check one): ☐ full buy/sell; or ☐ excess sale arrangement”

7. Section 3.4.2 is amended by (i) in subsection (c) replacing the phrase “4.3 and 6.11,” with “4.3, 6.6, 6.11, 21 and 22,”; (ii) in subsection (d) replacing the phrase “10.2.7 , and 14.8.4,” with “10.2.7, 14.8.4, and 21”; and (iii) in subsection (i) inserting the phrase “and Section 21” after “Section 19”.

8. Section 3.5 is amended by adding the phrase “first calendar day of the month following the” before “Commercial Operation Date” in the first sentence and replacing the phrase “only when” with “on the day on which” in the second sentence.

9. New Sections 3.5.13, 3.5.14 and 3.5.16 are added to read as follows:
“3.5.13. Seller has delivered to Buyer no later than sixty (60) days prior to the anticipated Commercial Operation Date the Subscription Information and Bill Credit Instructions required under Section 3.7 containing the information required by such report;

3.5.14. Buyer has confirmed in writing that it has verified, with respect to each Subscribed Customer listed in the Subscription Information and Bill Credit Instructions delivered pursuant to Section 3.5.13 that: (i) such Customer has enrolled in Buyer’s CR Tariff; and (ii) the Subscription amount for such Customer (a) does not exceed one hundred twenty percent (120%) of such Customer’s forecasted annual load, as such load is reasonably determined by Buyer based on historical usage data, and (b) is projected to be in an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer’s load;

3.5.16. Seller has delivered to Buyer an original legal opinion, in form and substance acceptable to Buyer, and addressed to Buyer, issued by a law firm listed in The American Lawyer annual “AmLaw 100” list for the then-current year stating that the transactions between the Customers and Seller: (a) comply with securities law, and that Buyer and its ratepayers are not at risk for securities claims associated with the Project, and (b) comply with one of the following: (i) do not involve the offer or sale of “securities” under California or federal law, (ii) involve the offer or sale of securities that are registered under federal securities law and exempt from qualification under California securities law, (iii) involve the offer or sale of securities that are exempt from registration under federal securities law and are qualified under California securities law, or (iv) involve the offer or sale of securities exempt from registration under federal securities law and exempt from qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to Buyer in its reasonable discretion. The Seller must submit to Buyer an attestation from an officer of Seller that the fact certificate provided by an officer of the Seller to the law firm issuing the legal opinion is true and complete and that Seller’s business model with Customers is, and throughout the Delivery Term will be, as described in the legal opinion.”

10. Section 3.6.1 is deleted in its entirety and replaced with the following:

“The price for Subscribed Delivered Energy is [Dollar amount as text] dollars ($[Number]) per kWh (the “Contract Price”) multiplied by the Payment Allocation Factor for the TOD Period being calculated. [Contract Price to be determined by Re-MAT As-Available Peaking product type.]”

11. Inserting the following new section after Section 3.6.1:

“3.6.2. Subject to Section 3.8.4, the price for Unsubscribed Delivered Energy is the lesser of (a) the DLAP Price plus the Renewable Energy Credit Market Price (the
“Unsubscribed Energy Price”) and (b) the Contract Price multiplied by the Payment Allocation Factor for the TOD Period being calculated.”

12. Section 3.6.2 is re-numbered as Section 3.6.3 and is amended by adding the words “or Unsubscribed Energy Price, as applicable,” after the first use of the word “Contract Price”.

13. Section 3.6.3 is re-numbered as Section 3.6.4 and is amended by adding the words “or Unsubscribed Energy Price, as applicable,” after the first use of the word “Contract Price” and adding the words “or seventy-five percent (75%) of the Unsubscribed Energy Price, as applicable” after the second use of the word “Contract Price”.

14. New Section 3.6.5 is added to read as follows:

“3.6.5. If the Commercial Operation Date occurs on a day other than the first day of a calendar month for any reason, the price per kWh paid to Seller for Delivered Energy from the Commercial Operation Date until the first day of the next succeeding calendar month shall be the Unsubscribed Energy Price.”

15. A new Section 3.7 is added to read as follows:

“3.7. Subscription

3.7.1 Seller shall provide Buyer with Subscription Information and Bill Credit Instructions in the format set forth in Appendix O (as such Appendix O may be modified by the Buyer in its reasonable discretion to reflect updates to its business practices) setting forth, with respect to each of Seller’s Customers for the Project, the information required in Appendix O, such Subscription Information and Bill Credit Instructions to be delivered no later than sixty (60) days prior to the Commercial Operation Date and, thereafter, ten (10) Business Days after the first day of each calendar month, with respect to the prior calendar month. Following the Execution Date, Seller may include Subscription Information and Bill Credit Instructions for Seller’s Customers for the Project who are located anywhere in Buyer’s then current service territory.

3.7.2 The aggregate Subscription level of all Customers with Subscriptions to the Facility for each month represents the “Subscribed Capacity” for the Facility.

3.7.3 The Contract Capacity less the Subscribed Capacity for each billing month represents the “Unsubscribed Capacity” for the Facility.”

16. Section 3.7.1 is re-numbered as Section 3.8.1 and is amended by (i) replacing “the Contract Price to Seller for the Product” with “Seller and credit Seller’s Customers for the Product in accordance with Section 3.8.6 and in accordance with approved, accurate and undisputed Subscription Information and Bill Credit Instructions”; (ii) in subsection (a) replacing the term “Facility” with “Project”; and (iii) adding “Seller shall assign
payment for Subscribed Energy to its Customers.” at the end of the section.

17. Section 3.7.2 is re-numbered as Section 3.8.2.

18. A new Section 3.8.3 is added as follows:

“3.8.3. During each month of the Delivery Term, if the quotient of the average billing month Subscribed Capacity divided by the Contract Capacity is greater than the minimum Subscription level required for the corresponding billing month as specified in the table below (“Minimum Subscription Requirement”), then the payment related to all Delivered Energy shall be calculated using the Contract Price multiplied by the Payment Allocation Factor for the TOD Period being calculated as described in Section 3.8.4. The payment for the Subscribed Delivered Energy shall be applied as a bill credit to Seller’s Customers and the payment for the Unsubscribed Delivered Energy, net amounts owed, shall be paid to Seller.

During each month of the Delivery Term, if the quotient of the average billing month Subscribed Capacity divided by the Contract Capacity is less than the applicable Minimum Subscription Requirement, then the payment for Subscribed Delivered Energy shall be calculated using the Contract Price and shall be applied as a bill credit to Customers, and the payment for Unsubscribed Delivered Energy shall be calculated using the lesser of the Unsubscribed Energy Price and Contract Price multiplied by the Payment Allocation Factor for the TOD Period being calculated as described in Section 3.8.4 and shall be paid to Seller.

<table>
<thead>
<tr>
<th>Years of Operation</th>
<th>Minimum subscription level for purposes of calculating the Minimum Subscription Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Contract Year</td>
<td>45%</td>
</tr>
<tr>
<td>Second Contract Year</td>
<td>70%</td>
</tr>
<tr>
<td>Third Contract Year</td>
<td>90%</td>
</tr>
<tr>
<td>Remaining Delivery Term</td>
<td>95%</td>
</tr>
</tbody>
</table>

19. Section 3.7.3 is re-numbered as Section 3.8.4 and is deleted in its entirety and replaced with the following:

“3.8.4. The monthly payment will equal the sum of (a) the sum of the monthly payments for all TOD Periods in the month and (b) the Curtailed Product Payment for the month. The monthly payment will be calculated pursuant to the following formulas, where “n” is the TOD Period being calculated:
SELLER’S PAYMENTₙ (to be assigned to Seller’s Customers for Subscribed Delivered Energy) = A x C x (D - E) x G

SELLER’S PAYMENTₙ (if Minimum Subscription Requirement is met) = A x C x (D - E) x F

SELLER’S PAYMENTₙ (if Minimum Subscription Requirement not met) = B x (D - E) x F

Where:

A = Contract Price, in $/kWh.
B = The lesser of (i) the Unsubscribed Energy Price and (ii) A multiplied by C, in $/kWh.
C = The Payment Allocation Factor for the TOD Period being calculated.
D = The sum of Delivered Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, in kWh.
E = Any Delivered Energy produced by the Facility for which Buyer is not obligated to pay Seller as set forth in Section 3.8.1.
F = Unsubscribed Delivered Energy
G = Subscribed Delivered Energy

20. Sections 3.7.4 and 3.7.5 are re-numbered as Sections 3.8.5 and 3.8.6 respectively and are deleted in their entirety and replaced with the following:

21. Section 3.7.4 is re-numbered as Section 3.8.5 and is amended by (i) in subsection (c) adding “, indicating the payments associated with the Unsubscribed Delivered Energy” after “Buyer” and (ii) adding “Any amounts owed by Seller under this Agreement, including under Section 15.2.3 shall not be included in Seller’s Subscription Information and Bill Credit Instructions, but shall be included in amounts payable directly to or from Seller.” at the end of the section.

22. Section 3.7.5 is re-numbered as Section 3.8.6 and is deleted in its entirety and replaced with the following:

“3.8.6. Each invoice will be adjusted by any amounts owed by or to Seller under this Agreement, on or before the later of the last Business Day of the second month from which Buyer receives an invoice from Seller; provided, that Buyer shall have the right,
but is not obligated, to apply any amounts due to Buyer from Seller for any charges incurred under this Agreement, for past due bills for electric service or for Buyer services, towards any amount owed to Seller under this Agreement. In the event Buyer applies any amounts due to Buyer from Seller towards an invoice issued by Seller, Buyer shall provide an explanation of the amounts Buyer has applied towards Seller’s invoice. Buyer shall make payment of each undisputed invoice related to the Unsubscribed Capacity directly to Seller. Buyer and Seller acknowledge that payment to Seller under this Agreement of each undisputed invoice related to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the Seller’s Subscription Information and Bill Credit Instructions, and Seller hereby assigns any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers.”

23. Section 3.7.6 is re-numbered as Section 3.8.7 and is amended by (i) adding “in accordance with Section 19 below” after “resolved” in the third sentence; (ii) adding “or bill credit” after “any required payment” and adding “in the case of a payment only” after “date paid” at the end of the sixth sentence; and (iii) replacing “3.7.6” with “3.8.7” in the eighth sentence.

24. Section 3.7.7 is re-numbered as Section 3.8.9 and is amended by replacing “3.7.5” with “3.8.6”.

25. Sections 3.7.8, 3.7.9, and 3.8 are re-numbered as Sections 3.8.10, 3.8.11, and 3.9 respectively.

26. A new Section 3.8.8 is added to read as follows:

“3.8.8. Notwithstanding any other provision in this Agreement, Buyer is not obligated to provide a bill credit to any Customer that does not meet the requirements of this Agreement and the GTSR-CR-PD Tariff or if Buyer determines, in its reasonable discretion, that the information contained in the Subscription Information and Bill Credit Instructions is incorrect. Retroactive changes to Subscription Information and Bill Credit Instructions will not be permitted.”

27. Sections 4.3.4 and 4.3.5 are amended by replacing all occurrences of “3.7” with “3.8”.

28. Section 4.6 is deleted in its entirety and replaced with “[INTENTIONALLY OMITTED]”.

29. Section 5.3.1 is amended by deleting “or ten (10) years have elapsed from the date Seller first received an incentive or benefit under any such program with respect to the Facility”.

30. Section 5.3.9 is amended by replacing “other Laws or, in the case of excess sale arrangements, to serve any Site Host Load” with “Law”.

*GTSR CR Rider*

*Form 79-1176*

*Advice No. 4726-E*

*October, 2015*
31. New Sections 5.3.14 through 5.3.23 are added to read as follows:

“5.3.14. Seller has not entered into any other agreement with any party for the sale of Product produced by the Project, other than Customers in accordance with the CSA and with GTSR-CR-PD Tariff;

5.3.15. Prior to the Execution Date and during the Term, (a) Seller has not and will not enter into CSAs for Subscribed Capacity exceeding, in the aggregate, one hundred percent (100%) of the Contract Capacity; and (b) Seller has not and will not enter into a CSA with any individual Customer for a Subscription exceeding 2 MW (except in the case of federal, state or local governments, schools or school districts, county offices of education, any of the California Community Colleges, the California State University or the University of California);

5.3.16. Seller, and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term: (i) the Delivered Energy qualifies and is Green-e© Energy eligible; (ii) Seller shall comply with the Green-e© Energy requirements and best practices as updated from time to time by Green-e© Energy; (iii) Seller shall provide all forms, disclosures and other documentation required by Buyer and its auditors in connection with the annual Green-e© Energy verification and audit; (iv) Seller shall provide to Buyer a copy of all annual Disclosure Documents that it provides to Customers; and (v) Seller shall provide Buyer with a completed “Green-e© Energy Attestation From Generator Participating In A Tracking System” (or successor form available on Green-e©’s website) promptly when required by Buyer, and (vi) Seller shall provide Buyer with Green-e© Energy Host attestations as they are requested;

5.3.17. Seller, and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term: the Subscription Information and Bill Credit Instructions required under Section 3.7 shall be accurate and complete. If Seller becomes aware of incorrect information contained in any current or previously submitted Subscription Information and Bill Credit Instructions, Seller shall provide Buyer with updated Subscription Information and Bill Credit Instructions. Buyer shall not be liable for any action it takes or fails to take based on incorrect information contained in inaccurate or incomplete Subscription Information and Bill Credit Instructions;

5.3.18. Seller, and, if applicable, its successors, represents, warrants and covenants that prior to the Execution Date and throughout the Term: (i) Seller has complied with and shall continue to comply with the Marketing Plan requirements of the GTSR-CR-PD Tariff and Green-e© Energy, (ii) all marketing by Seller shall be accurate and in compliance with the Federal Trade Commission Green Guides, (iii) any changes to the Marketing Plan shall be submitted to Buyer for review prior to Seller’s use of such materials, (iv) Seller shall maintain an internet website dedicated to the Project containing disclosures about the Project required by Green-e© Energy, including a link to Buyer’s CR Tariff webpage, a link to the Green-e© Energy website, and customer service
contact information; and (v) Seller has received from Buyer and has read Attachment 1 of the CPUC’s CCA Code of Conduct decision (D.12-12-036) and has not and will not circumvent it;

5.3.19. Seller has and shall continue to incorporate in each CSA it enters into with Customers the provisions required to be included in the CSA as identified in Sections 21 and 22;

5.3.20. Seller shall not use Buyer’s corporate name, trademark, trade name, logo, identity or any affiliation for any reason, without Buyer’s prior written consent;

5.3.21. Seller acknowledges that the Subscriptions it sells may be considered securities under federal or California law and, accordingly, has retained its own legal counsel to provide advice on securities law matters; and

5.3.22. The Project shall comply with the requirements of the California Air Resources Board’s Voluntary Renewable Electricity Program and Seller shall provide Buyer with all documents necessary to enable Buyer to retire greenhouse gas allowances on behalf of Customers in compliance with the Voluntary Renewable Electricity Program.

The last sentences in Sections 5.3.3 and 5.3.4 and Section 5.3.5 shall not be applicable to Seller’s representations, warranties and covenants in the remaining portions of Sections 5.3.3 and 5.3.4. If Seller breaches or fails to perform its representations, warranties and covenants under Sections 5.3.3 or 5.3.4, such breach or failure to perform and satisfy the obligations under such sections shall be considered an Event of Default by Seller.”

32. Section 6.2.3 is deleted in its entirety.

33. Section 6.8.3 is amended by adding the words “or Unsubscribed Energy Price, as applicable,” after the first use of the word “Contract Price”.

34. Section 6.16 is deleted in its entirety and replaced with the following:

“6.16. Audit Rights

Buyer, or its designee, shall have the right, at its sole expense and during normal working hours following Buyer’s Notice, to audit the documents, records or data of Seller to the extent reasonably necessary to verify the accuracy of any statement, claim, charge or calculation made pursuant to this Agreement. Seller shall promptly comply with any Buyer Notice under this Section 6.16 and provide copies of or access to documents, records or data to Buyer. The rights and obligations hereunder shall survive the termination of this Agreement for a period of five (5) years.”

35. Section 7 is amended by adding a new Section 7.4 at the end thereof:
“7.4 Seller shall defend, hold harmless and indemnify Buyer and its parent company, subsidiaries, affiliates, and its and their directors, officers, employees, shareholders, successors, and assigns from any and all damages, losses, or liability (including reasonable attorney’s fees) for any and all claims or causes of action arising from or in connection with Seller’s Subscription Information and Bill Credit Instructions, subscriptions, bill credits, disputes, violations of Law, misrepresentations made by Seller or Seller’s contractors, agents, or representatives, claims relating to securities laws, or Green-e© Energy certification, or loss thereof.”

36. Section 13.5.2 is amended by adding “Operation” after “Guaranteed Commercial”.

37. Section 13.5.3 is amended by replacing the term “Section 3.7.9” with “Section 3.8.11”.

38. Section 14.2.2.4 is amended by deleting “Subject to Section 4.6,” and by replacing “Section 4.5” with “Sections 4.5 and 5.3.3”.

39. Section 14.3 is amended by replacing “defaulting party” with “defaulting Party”.

40. Section 14.8.2 is amended by adding the words “lesser of the Unsubscribed Energy Price and” before the word “Contract Price”.

41. Section 16.1 is amended by (i) deleting the first use of “the”; (ii) adding “Green-e© Energy,” before “FERC”; and (iii) adding “FERC’s,” after “pursuant to the CEC’s,”.

42. Section 17.1 is amended by (i) adding the phrase “or transfer” after the word “assign” in the first sentence; (ii) adding the phrase “any of” before “its rights hereunder” in the first sentence; (iii) adding the phrase “all of” after the phrase “assignee assumes” in subsection (a); (iv) deleting the word “and” before subsection (d); and (v) adding subsection (e) as follows:

“, and (e) in the case of an assignment by Seller, the assignee assumes the rights and obligations of the Seller under each CSA.”

43. Section 20.3 is amended by adding “; no Customer, or any other third party, shall be a third party beneficiary of this Agreement” at the end of the third sentence.

44. A new Section 20.6 is added to read as follows:

“20.6 No Partnership or Joint Venture.

Nothing contained in this Agreement shall be construed as creating any relationship whatsoever between Buyer and Seller, including that of partners, coemployment, or joint venture parties.”
45. New Sections 21 and 22 are added to read as follows:

“21 CUSTOMER-SELLER AGREEMENT


Seller shall include the following provisions in each CSA:

21.1.1. An outline detailing the program structure of the CR Tariff and the GTSR-CR-PD Tariff, including the bill credit mechanism and a statement that Buyer is not a party to, or third party beneficiary of, the CSA or the transactions between Seller and Customer, other than as a conduit for bill credits pursuant to Seller’s Subscription Information and Bill Credit Instructions;

21.1.2. The benefits and risks to Customer of subscribing to the Facility, including any termination of the PPA or termination fees that may be assessed by Seller or Buyer, and that Customer should not expect to receive bill credits in excess of the amount of consideration it provides to Seller under the CSA;

21.1.3. Customer acknowledgment of the risks associated with participating in wholesale energy markets;

21.1.4. Customer acknowledgment that it should not have any expectation of profits in deciding to enter into the CSA;

21.1.5. Customer acknowledgment that it will only receive bill credits to the extent the Project actually generates Energy and Seller provides the correct Subscription Information and Bill Credit Instructions to Buyer as specified in Section 3.7;

21.1.6. The CSA will automatically terminate upon termination or expiration of this Agreement;

21.1.7. Customer acknowledgment that Buyer is not an issuer or underwriter under California or federal securities laws with respect to the Project, and that Buyer is not making an offer to sell or selling any securities whatsoever;

21.1.8. All disputes (including those related to bill credits) will be handled between the Seller and Customer pursuant to the dispute resolution provisions in the CSA;
21.1.9. Customers must enroll with Buyer’s CR Tariff as a condition to being eligible to receive bill credits;

21.1.10. Customers must un-enroll from Buyer’s CR Tariff if Customer no longer wishes to subscribe to the Project; Customers cannot transfer their Subscriptions to other parties;

21.1.11. Customers may not subscribe for more than 120% of their forecasted annual load, as reasonably determined by Buyer based on historical usage data;

21.1.12. Customer Subscription payments to Seller, if any, are refundable until the Commercial Operation Date has been achieved, and Customer subscriptions are portable within Buyer’s territory upon the Execution Date;

21.1.13. Seller shall notify Customer in the event of Seller’s imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on the Project;

21.1.14. Disclosure that the Customer Subscription may be considered a “security” issued by Seller under federal or state law;

21.1.15. Customer is not guaranteed any energy production from the Project;

21.1.16. Information describing Green-e© Energy and what requirements Seller is subject to in order to provide Customers with Green-e© Energy product;

21.1.17. A description of Customer access rights to the Site and the Facility, if any;

21.1.18. Seller and Buyer shall share Customer information amongst themselves for purposes of billing and credits, program eligibility and verifying participation and that Buyer and Seller shall maintain the confidentiality of Customer information;

21.1.19. Seller’s customer service department must respond to Customer inquiries within two (2) Business Days after a Customer request;

21.1.20. Seller shall indemnify Customers for claims arising from or related to Seller’s construction, operation or financing of the Project, including liens of any type, mortgages, stop notices, and claims for bodily injury, death or property damage or destruction;
21.1.21. Seller will provide Buyer with Subscription Information and Bill Credit Instructions related to the Subscribed Capacity, and Seller shall indemnify Buyer for all related claims and billing disputes between Customer and Seller. All bill credits to Customer shall be subject to set-off and counterclaim by Buyer under Seller’s power purchase agreement with Buyer;

21.1.22. A Seller transfer or sale of the Project to another entity will be subject to Buyer’s consent and the transferee must (i) accept all of Seller’s obligations under the power purchase agreement between Buyer and Seller, including all duties, liabilities and indemnities, and (ii) either enter into new CSAs containing same terms and conditions as the original CSAs with existing Customers, or accept assignment of the existing CSAs with existing Customers. In addition, Seller shall provide Customers with notice of any such transfer or sale of the Project;

21.1.23. Seller shall notify Customers of any proposed modifications to the Project and provide Customers adequate time to withdraw their Subscription to the Project, subject to any applicable termination provisions in the GTSR-CR-PD Tariff, due to any such proposed modifications;

21.1.24. A Customer’s minimum Subscription must be projected to be an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer’s load;

21.1.25. Within sixty (60) days after the Commercial Operation Date, Seller must provide completed Disclosure Documents and a statement that Seller is required by Green-e© Energy to provide updated Disclosure Documents to Customer on an annual basis;

21.1.26. Seller will not make any statements or representations in the CSA or its marketing materials implying that renewable energy is being used or delivered to anyone unless Seller knows that Renewable Energy Credit ownership supports such statements;

21.1.27. Seller representation that any electricity, stripped of Renewable Energy Credits is null power and no longer renewable and that, due to change of law provisions in the power purchase agreement between Buyer and Seller, power delivered may cease to be renewable;

21.1.28. Seller covenants not to claim the Renewable Energy Credits associated with any Delivered Energy;
21.1.29. Seller obligation regarding transfer and chain of custody of Renewable Energy Credits;

21.1.30. Seller shall provide Customer notice of any direct change of control of Seller (whether voluntary or by operation of Law); and

21.1.31. Seller shall disclose to Customers whether or not Seller will pursue Full Capacity Deliverability Status for the Project and the effects of achieving or not achieving Full Capacity Deliverability Status on the amount Customers will receive in bill credits.

22 GREEN-E© ENERGY CERTIFICATION

22.1 Seller Compliance with Green-e© Energy Requirements.

Throughout the Term, Seller must comply with Green-e© Energy eligibility criteria and requirements in its marketing materials and the CSA, throughout the Term and surviving the expiration of the Agreement. Seller must disclose requested information to the Buyer and/or Green-e© Energy for Green-e© Energy certification, including but not limited to:

22.1.1. Agreeing to provide Green-e© Energy certified resources to all Customers;

22.1.2. Agreeing to abide by Green-e© Energy requirements and best practices as specified on the Green-e© Energy website;

22.1.3. Ensuring that all marketing of and disclosures relating to the Project is accurate and in compliance with the FTC and the FTC Green Guides, GTSR-CR-PD Tariff and Green-e© Energy requirements, Code of Conduct, and best practices;

22.1.4. Maintaining a webpage with disclosures about the Project, Seller’s customer service contact information, and links to both Buyer’s CR webpage and the Green-e© Energy website;

22.1.5. Completed Disclosure Documents to each potential Customer prior to signing CSA with a customer and in a welcome packet distributed, sixty (60) days prior to the Commercial Operation Date and annually thereafter (and in each case with a copy to Buyer), along with a statement that such Disclosure Documents are required by Green-e© Energy, which shall include, without limitation: (i) amount of energy, in kWh, that Customer has been provided from the Project; (ii) price per kW or kWh; (iii) kW or kWh contracted for (option to also include percentage of Facility’s output); (iv) the Term; (v) renewable resource mix (100% solar); (vi) Facility location; (vii) Seller’s contact information; (viii)
disclaimer stating that capacity does not guarantee a certain amount of output and output may vary (if selling in kW); (ix) include an estimated output in kWh for each Customer’s Subscription (if selling in kW); (x) include the average kW needed to power a home in the region (if selling in kW); (xi) Seller’s customer service contact information; (xii) link to Buyer’s CR webpage; (xiii) all terms and conditions of Customer’s Subscription; (xiv) statement that these disclosures are required by Green-e© Energy and information about Green-e© Energy certification and link to Green-e© Energy’s website: www.green-e.org/energy; and

22.1.6. Seller to provide all forms, disclosure and other information to Buyer's or its auditors for annual verification and audit.”

46. Appendix A is amended by (i) removing the following defined terms:

“Accepted Compliance Costs”
“Baseload Facility”
“CEC Verification”
“Compliance Action”
“Compliance Expenditure Cap”
“Control Area”
“Demonstration Hour”
“GEP Shortfall”
“Site Host Load”
“Wind Turbines”

(ii) modifying the following defined terms as follows:

“Contract Year”: adding “first calendar day of the month following the” before the use of the word “Commercial Operation Date” in both instances.

“Energy”: removing “and, in the case of excess sales arrangements, any Site Host Load”

“Force Majeure”: in subsection (d) removing the term “wind”

“Guaranteed Energy Production”: replacing term “Section 12.2” with “Section 12.1”

“Product”: removing “, and, in the case of excess sales arrangements, any Site Host Load”

(iii) adding the following defined terms:

“CR Tariff” means that tariff available to customers of Buyer, between Buyer and
customer, such that customers may become a Customer of Seller’s Facility.

“Customer” means a customer of Buyer who takes bundled services from Buyer including having all its power requirements purchased by Buyer, and who has signed up under the CR Tariff to receive benefits from Seller’s Facility.

“Customer-Seller Agreement” or “CSA” means that agreement to be executed between Customer and Seller in order for Customer to Subscribe to Seller’s Facility, which shall be subject to those requirements set forth within Section 21 of this Agreement. Buyer shall not be a party to the Customer-Seller Agreement.

“Default Load Aggregation Point” or “DLAP” has the meaning set forth in the CAISO Tariff.

“Default Load Aggregation Point Price” or “DLAP Price” means the hourly Integrated Forward Market Default Load Aggregation Point Locational Marginal Price as determined by the CAISO for the Buyer’s applicable CAISO Transmission Access Charge Area.

“Disclosure Documents” means those disclosure documents required by Green-e© Energy to be provided by Seller to Customers and potential Customers, as they may be amended, supplemented or replaced from time to time, as set forth on the Green-e© Energy website at http://green-e.org/verif_docs.html or any successor webpage.

“Event of Default” has the meaning set forth in Section 14.2.

“FTC Green Guides” means those guiding documents published on the FTC website intended to provide guidance on 1) general principles applicable to environmental marketing claims, 2) how consumers are likely to interpret particular claims and how marketers can substantiate these claims, and (3) how marketers can qualify their claims to avoid deceiving customers.

“FTC” means the Federal Trade Commission.

“Green-e© Energy” means the national certification program for renewable energy administered by the Center for Resource Solutions, as such program may be amended, supplemented or otherwise changed from time to time, and about which information can be found at http://green-e.org.


“Interconnection Point” has the meaning set forth in Section 2.5.
“Minimum Subscription Requirement” has the meaning set forth in Section 3.8.3.

“Renewable Energy Credit Market Price” means [the price or price methodology as determined by the CPUC pursuant to Phase IV of the GTSR Proceeding].

“Scheduling Coordinator” has the meaning described in Section 15.1.

“Subscribed Capacity” has the meaning set forth in Section 3.7.2.

“Subscribed Delivered Energy” means the quotient of Subscribed Capacity divided by Contract Capacity, multiplied by Delivered Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, measured in kWh.

“Subscription”, “Subscribe”, “Subscribed” and other grammatical variations thereof means:

a) In the case of a capacity-based subscription business model employed in the CSA, the subscription that a Customer has signed up for, expressed in kW.

b) In the case of an energy-based subscription business model employed in the CSA, the subscription that a Customer has signed up for (expressed in kWh), multiplied by the Contract Capacity (expressed in kW), divided by the Contract Quantity (expressed in kWh/year), multiplied by 12 months/year, the product of which shall be equal to the Subscription of the Customer, expressed in kW.

Example: Load × Contract Capacity / Contract Quantity × 12 months = Subscription

“Subscription Information and Bill Credit Instructions” mean the information required to be provided by Seller to Buyer in accordance with Section 3.7 as set forth in the form provided in Appendix O.

“Unsubscribed Capacity” has the meaning set forth in Section 3.7.3.

“Unsubscribed Delivered Energy” means the quotient of Unsubscribed Capacity divided by Contract Capacity, multiplied by Delivered Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, measured in kWh.

47. A new Appendix O (attached hereto) is added to Article 1 and after Appendix M.

48. MISCELLANEOUS

(a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.

(b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect. Each of the Parties hereby represents and warrants that the representations contained in the Agreement are true on and as of the date hereof as if made by the Party on and as of said date.

(c) Governing Law. THIS GTSR CR RIDER AND AMENDMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS GTSR CR RIDER AND AMENDMENT.

(d) Successors and Assigns. This GTSR CR Rider and Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this GTSR CR Rider and Amendment on behalf of such Party and to bind such Party to this GTSR CR Rider and Amendment. Any written notice required to be given under the terms of this GTSR CR Rider and Amendment shall be given in accordance with the terms of the Agreement.

(f) Effective Date. This GTSR CR Rider and Amendment shall be deemed effective as of the Execution Date.

(g) Further Agreements. This GTSR CR Rider and Amendment shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.

(h) Counterparts; Electronic Signatures. This GTSR CR Rider and Amendment
may be executed in one or more counterparts, each of which will be deemed to be an original of this GTSR CR Rider and Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this GTSR CR Rider and Amendment and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this GTSR CR Rider and Amendment as to the Parties and may be used in lieu of the original GTSR CR Rider and Amendment for all purposes.

[Remainder of Page Left Intentionally Blank.]
IN WITNESS WHEREOF, the Parties hereto have caused this GTSR CR Rider and Amendment to be executed as of the Execution Date.

<table>
<thead>
<tr>
<th>SELLER</th>
<th>PACIFIC GAS AND ELECTRIC COMPANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>a [State and form of incorporation]</td>
<td>a California corporation.</td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>[Name] [Title]</td>
<td>[Name] [Title]</td>
</tr>
</tbody>
</table>
APPENDIX O
Subscribed Customer Reporting Form

Customer Subscription details are to be provided 60 days prior to the Commercial Operation Date, and afterwards, on a monthly basis to Buyer in the form attached below. Note that Seller should only fill out either the “Capacity Subscribed (kW)” or the “Load Subscribed (kWh)” column, the appropriate column shall be dictated by the business model being employed by Seller pursuant to the CSA.

<table>
<thead>
<tr>
<th>Name</th>
<th>Service Address</th>
<th>PG&amp;E service account number</th>
<th>Capacity Subscribed (kW)</th>
<th>Load Subscribed (kWh)</th>
<th>Load Served (kW)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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Sheet 1

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**Advice Letter No:** 4726-E  
**Decision No.:** Res. E-4734  
**Issued by:** Steven Malnight  
**Senior Vice President:** Regulatory Affairs  
**Effective Resolution No.:**  
**Date Filed:** October 21, 2015
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Advice Filing List
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AT&T
Albion Power Company
Alcantar & Kahl LLP
Anderson & Poole
BART
Barkovich & Yap, Inc.
Bartle Wells Associates
Braun Blaising McLaughlin, P.C.

CENERGY POWER
CPUC
California Cotton Ginners & Growers Assn
California Energy Commission
California Public Utilities Commission
California State Association of Counties
Calpine
Casner, Steve
Center for Biological Diversity
City of Palo Alto
City of San Jose
Clean Power
Coast Economic Consulting
Commercial Energy
Cool Earth Solar, Inc.
County of Tehama - Department of Public Works
Crossborder Energy
Davis Wright Tremaine LLP
Day Carter Murphy
Defense Energy Support Center

Dept of General Services
Division of Ratepayer Advocates

Don Pickett & Associates, Inc.
Douglass & Liddell
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Ellison Schneider & Harris LLP
G. A. Krause & Assoc.
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GenOn Energy, Inc.
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In House Energy
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Kelly Group
Leviton Manufacturing Co., Inc.
Linde
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Modesto Irrigation District
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Nexant, Inc.
ORA
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Praxair
Regulatory & Cogeneration Service, Inc.
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SCE
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SPURR
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Tecogen, Inc.
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Utility Cost Management
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Utility Specialists

Verizon
Water and Energy Consulting
Wellhead Electric Company
Western Manufactured Housing Communities Association (WMA)
YEP Energy