

[Note: Modifications to this form agreement have been made to address United States Bankruptcy Court Northern District Chapter 11 cases 19-30088 (DM) and 19-30089 (DM). This form of agreement is to be utilized until Buyer's exit from these Chapter 11 cases has occurred.]

2021 DRAM RFO PRO FORMA

**DEMAND RESPONSE AUCTION MECHANISM RESOURCE
PURCHASE AGREEMENT**

between

[NAME OF SELLER]

and

PACIFIC GAS AND ELECTRIC COMPANY

**DEMAND RESPONSE RESOURCE PURCHASE AGREEMENT
BETWEEN
[SELLER] AND PACIFIC GAS AND ELECTRIC COMPANY**

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**DEMAND RESPONSE RESOURCE PURCHASE AGREEMENT
BY AND BETWEEN
[NAME OF SELLER]
AND
PACIFIC GAS AND ELECTRIC COMPANY**

PREAMBLE

This Demand Response Resource Purchase Agreement, together with its exhibits (the “Agreement”) is entered into by and between Pacific Gas and Electric Company, a California corporation (“Buyer”), and [Aggregator or Demand Response Provider], a [Seller’s business registration] (“Seller”), as of the latest signature date hereof (“Execution Date”). Buyer and Seller are referred to herein individually as a “Party” and collectively as “Parties.” Unless the context otherwise specifies or requires, capitalized terms in this Agreement have the meanings set forth in Exhibit A.

AGREEMENT

In consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

ARTICLE 1. TRANSACTION

1.1. Purchase and Sale of the Product

- (a) During the Delivery Period, Seller shall sell and deliver, and Buyer shall purchase and receive, the Product as indicated in Table 1.1(b) in the amount of the Monthly Contracted Quantity, as indicated in Exhibit B, subject to and in accordance with the terms and conditions of this Agreement. The Product shall be a Proxy Demand Resource (PDR).
- (b) The Product is:

Table 1.1(b)

Product Selected	Type of Product	Local Capacity Area (as applicable)
<input type="checkbox"/>	Product A: System Capacity	Not applicable
<input type="checkbox"/>	Product B-1: Local Capacity with System Capacity	Greater Bay

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Product Selected	Type of Product	Local Capacity Area (as applicable)
<input type="checkbox"/>	Product B-2: Local Capacity with System Capacity	Humboldt
<input type="checkbox"/>	Product B-3: Local Capacity with System Capacity	North Coast/North Bay
<input type="checkbox"/>	Product B-4: Local Capacity with System Capacity	Sierra
<input type="checkbox"/>	Product B-5: Local Capacity with System Capacity	Stockton
<input type="checkbox"/>	Product B-6: Local Capacity with System Capacity	Fresno
<input type="checkbox"/>	Product B-7: Local Capacity with System Capacity	Kern
<input type="checkbox"/>	Product C1: Flexible Capacity (Flexible Category 1) with System Capacity	Not applicable
<input type="checkbox"/>	Product C2: Flexible Capacity (Flexible Category 2) with System Capacity	Not applicable
<input type="checkbox"/>	Product C3: Flexible Capacity (Flexible Category 3) with System Capacity	Not applicable
<input type="checkbox"/>	Product D1-1: Flexible Capacity (Flexible Category 1) with Local and System Capacity	Greater Bay
<input type="checkbox"/>	Product D1-2: Flexible Capacity (Flexible Category 1) with Local and System Capacity	Humboldt
<input type="checkbox"/>	Product D1-3: Flexible Capacity (Flexible Category 1) with Local and System Capacity	North Coast/North Bay
<input type="checkbox"/>	Product D1-4: Flexible Capacity (Flexible Category 1) with Local and System Capacity	Sierra

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Product Selected	Type of Product	Local Capacity Area (as applicable)
<input type="checkbox"/>	Product D1-5: Flexible Capacity (Flexible Category 1) with Local and System Capacity	Stockton
<input type="checkbox"/>	Product D1-6: Flexible Capacity (Flexible Category 1) with Local and System Capacity	Fresno
<input type="checkbox"/>	Product D1-7: Flexible Capacity (Flexible Category 1) with Local and System Capacity	Kern
<input type="checkbox"/>	Product D2-1: Flexible Capacity (Flexible Category 2) with Local and System Capacity	Greater Bay
<input type="checkbox"/>	Product D2-2: Flexible Capacity (Flexible Category 2) with Local and System Capacity	Humboldt
<input type="checkbox"/>	Product D2-3: Flexible Capacity (Flexible Category 2) with Local and System Capacity	North Coast/North Bay
<input type="checkbox"/>	Product D2-4: Flexible Capacity (Flexible Category 2) with Local and System Capacity	Sierra
<input type="checkbox"/>	Product D2-5: Flexible Capacity (Flexible Category 2) with Local and System Capacity	Stockton
<input type="checkbox"/>	Product D2-6: Flexible Capacity (Flexible Category 2) with Local and System Capacity	Fresno
<input type="checkbox"/>	Product D2-7: Flexible Capacity (Flexible Category 2) with Local and System Capacity	Kern
<input type="checkbox"/>	Product D3-1: Flexible Capacity (Flexible Category 3) with Local and System Capacity	Greater Bay

Product Selected	Type of Product	Local Capacity Area (as applicable)
<input type="checkbox"/>	Product D3-2: Flexible Capacity (Flexible Category 3) with Local and System Capacity	Humboldt
<input type="checkbox"/>	Product D3-3: Flexible Capacity (Flexible Category 3) with Local and System Capacity	North Coast/North Bay
<input type="checkbox"/>	Product D3-4: Flexible Capacity (Flexible Category 3) with Local and System Capacity	Sierra
<input type="checkbox"/>	Product D3-5: Flexible Capacity (Flexible Category 3) with Local and System Capacity	Stockton
<input type="checkbox"/>	Product D3-6: Flexible Capacity (Flexible Category 3) with Local and System Capacity	Fresno
<input type="checkbox"/>	Product D3-7: Flexible Capacity (Flexible Category 3) with Local and System Capacity	Kern

1.2. Term

The “Term” of this Agreement shall commence upon the Execution Date and shall continue until the expiration or termination of the Delivery Period, subject to the survival provisions of Section 9.6.

1.3. Delivery Period

The “Delivery Period” shall commence on the later of (a) the first day of the first month that begins after seventy-five (75) calendar days following CPUC Approval, and (b) August, 1, 2021, and shall continue in full force and effect until **[Date] {The Date should be the last calendar day of the last Showing Month}**, unless terminated earlier in accordance with the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the Delivery Period will not commence until CPUC Approval is obtained or waived by Buyer in its sole discretion.

{Dates will be based on the term of Seller’s Offer in the Solicitation. }

1.4. Seller's Designation of the DRAM Resource

- (a) Seller shall identify the Shown Unit(s) that meet the Product characteristics and Monthly Contracted Quantity specified in Appendix B by providing Buyer with the specific Unit information no later than:
 - (i) Fifteen (15) calendar days before the relevant deadlines for the corresponding Compliance Showings applicable to the relevant Showing Month, if the Execution Date is at least fifteen (15) calendar days before such Compliance Showing deadline; or
 - (ii) One (1) business day from the Execution Date if such Execution Date is less than fifteen (15) calendar days from the Compliance Showing.
- (b) The Shown Unit should not have characteristics that would trigger the need for Buyer or Seller to file an Advice Letter to the CPUC.
- (c) Seller shall also identify the following information:
 - (i) Provide to Buyer the Resource ID(s) for each PDR providing the Product pursuant to this Agreement.
 - (ii) Confirm in writing to Buyer that each PDR identified by Seller pursuant to Section 1.4(c)(i) is comprised solely of Bundled Service Customers, comprised solely of Unbundled Service Customers, or comprised of a mixture of Bundled and Unbundled Service Customers.
- (d) Sellers shall sell and deliver System Capacity, Local Capacity, and/or Flexible Capacity from PDRs, as designated in Section 1.1(b).
- (e) The Parties shall cooperate to implement the requirements of Rule 24 to enroll Resource Customers in order for Seller to designate the PDR(s) pursuant Section 1.4(c)(i).

1.5. Monthly Contracted Quantity and Corresponding Contract Price

- (a) The Monthly Contracted Quantity and Contract Price for the type of Product indicated in Table 1.1(b) for each applicable Showing Month during the Delivery Period is set forth in Exhibit B.

1.6. Demonstrated Capacity

- (a) Each invoice submitted by Seller to Buyer pursuant to Section 4.2 shall include a statement, in a form substantially similar to Exhibit C, of the amount of the Qualifying Capacity for each type of Product for such Showing Month that Seller delivered ("Demonstrated Capacity"), utilizing the results from one of the

following methods, as provided below (subject to the additional restrictions set forth in Section 1.6(b)). Any invoice submitted to Buyer that fails to comply with the requirements in this Section 1.6(a), including the utilization of one of the prescribed methods for the calculation of Demonstrated Capacity, shall be deemed null and void in its entirety and Buyer shall not be required to make any payment thereunder.

- (i) The results of a DC Dispatch of the applicable PDR in the DRAM Resource during such Showing Month. The Demonstrated Capacity will equal the average hourly load reduction of such DC Dispatch as calculated using the Capacity Baseline. If the CAISO issues a dispatch instruction for less than one hundred percent (100%) of the Qualifying Capacity of the applicable PDR in the DRAM Resource (a "Partial DC Dispatch"), then Seller may elect to submit the results of such Partial DC Dispatch during such Showing Month for its Demonstrated Capacity showing. Upon such election, the load reduction resulting from such Partial DC Dispatch shall be compared to the Qualifying Capacity of the entire PDR for purposes of deriving the DC-QC Ratio of the DRAM Resource in accordance with Section 4.1.
 - (ii) The results of a DC Test in the event that (A) there is no DC Dispatch of the PDR in the DRAM Resource for one hundred percent (100%) of the Qualifying Capacity of the applicable Showing Month, and (B) Seller does not submit the results of a Partial DC Dispatch during the Showing Month as contemplated under 1.6(a)(i) above. The Demonstrated Capacity will equal the average hourly load reduction during the four hour DC Test as calculated using the Capacity Baseline.
 - (iii) In the event that (A) there is no DC Dispatch of the PDR in the DRAM Resource during the Showing Month for one hundred percent (100%) of the Qualifying Capacity of the applicable Showing Month, (B) Seller does not submit the results of a Partial DC Dispatch as contemplated under 1.6(a)(i) above, and (C) there is no DC Test of the PDR in the DRAM Resource during the Showing Month as contemplated under 1.6(a)(ii) above, the Demonstrated Capacity will equal the average amount of capacity for such PDR in the DRAM Resource that the Seller bid into the applicable CAISO Markets solely during the Availability Assessment Hours of the Showing Month in compliance with the CAISO MOO.
- (b) Seller's use of the methods described in Sections 1.6(a)(i)-(iii) is subject to the following additional restrictions:
- (i) Demonstrated Capacity for each PDR in the DRAM Resource must be calculated under Section 1.6(a)(i) or 1.6(a)(ii) for the August Showing Month of each year and for at least fifty percent (50%) of all contracted

Showing Months during the Delivery Period (rounded downward if the Delivery Period is an odd number of Showing Months).

- (ii) Demonstrated Capacity for any PDR in the DRAM Resource shall not be calculated under Section 1.6(a)(iii) for more than three (3) consecutive Showing Months during the Delivery Period.
- (c) The same Capacity Baseline must be used (i) to estimate Qualifying Capacity for Seller's month-ahead submissions pursuant to Section 3.1(a) for a Showing Month; (ii) to calculate Demonstrated Capacity for the applicable Showing Month; and (iii) for energy settlement at the CAISO for the applicable Showing Month.
- (d) Solely for purposes of establishing the Demonstrated Capacity pursuant to Section 1.6(a), Seller shall use data available through Buyer's Customer Data Access Systems that has been designated by Buyer as final Revenue Quality Meter Data and such data shall be considered final by the Parties as of the date Seller submits its invoice for the applicable Showing Month to Buyer.
- (e) If Seller has not received all Revenue Quality Meter Data for any Resource ID within fifteen (15) calendar days after the end of any Showing Month, Seller shall provide Notice to Buyer of the Resource IDs (and customer service accounts with missing Revenue Quality Meter Data within each such Resource ID), and the dispatch days and hours during such Showing Month, for which Revenue Quality Meter Data has not been received. Seller and Buyer shall comply with the communication protocols set forth in Exhibit D with respect to data issues.
- (f) If the DRAM Resource is composed of more than one PDR, then:
 - (i) Seller may establish the portion of the Demonstrated Capacity for each such PDR by using the methods described in Sections 1.6(a)(i) through (iii), in which case the Demonstrated Capacity will equal the sum of the individual PDRs' Demonstrated Capacities.
 - (ii) The Showing Months in which DC Dispatches or DC Tests are conducted may be different for each such PDR except for the Showing Month of August, in which a DC Dispatch or DC Test is required for every PDR in the DRAM Resource pursuant to Section 1.6(b)(i).
- (g) With respect to any DRAM Resource Customer service account that was moved in a Showing Month pursuant to Section 3.4(d), Seller shall include the performance of such DRAM Resource Customer service account only in one PDR for purposes of the calculation of Demonstrated Capacity for such Showing Month.

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- (h) In addition to the requirements in Section 1.6(a), if Seller is electing Demonstrated Capacity for Local Capacity, then, as part of Seller's Demonstrated Capacity for Local Capacity, Seller's invoice shall indicate the number of SAID agreements in the applicable LCA that are associated with the Local Capacity as indicated in Table 1.1(b) and Exhibit C.
- (i) If Buyer is unable to validate, or disputes, any amount shown in Seller's invoice and Notice of Demonstrated Capacity, then Buyer shall issue a Notice to that effect to Seller in accordance with Section 1.6(k)(i) below. Pursuant to Section 1.6(k)(ii), Seller shall be required to provide additional documentation from Seller or Seller's SC in the form or format requested by Buyer that establishes to Buyer's reasonable satisfaction that the Demonstrated Capacity of each Product type from a PDR or Joint Resource is as stated by Seller in its invoice for the applicable Showing Month.
 - (i) Buyer shall issue such Notice no later than twenty (20) Business Days after receipt of Seller's invoice
 - (ii) No later than twenty (20) Business Days after receipt of Buyer's Notice, Seller shall provide the additional documentation to Buyer. If Seller fails to provide the additional documentation within such twenty (20) Business Day deadline, then Buyer shall either (A) pay the subject invoice or (B) initiate an audit of Seller's or Seller's SC records by issuing a Notice ("Audit Notice") to Seller, in each case no later than fifteen (15) Business Days after the expiration of such twenty (20) Business Day deadline.
 - (iii) No later than fifteen (15) Business Days after receiving the additional documentation from Seller, Buyer shall either: (A) pay the subject invoice or (B) initiate an audit of Seller or Seller's SC records by issuing an Audit Notice to Seller if the additional documentation is unsatisfactory to Buyer in its reasonable discretion.
- (j) With respect to an Audit Notice issued under Section 1.6(k)(ii) or (iii), no later than five (5) Business Days after Seller's receipt of an Audit Notice, Seller shall allow, or cause its SC to allow, Buyer or its designated independent third-party auditor to have access to the records and data, which must be in the form or format requested by Buyer under Section 1.6(k) above, necessary to fully conduct such audit and that Buyer deems necessary to resolve the disputed invoice.. Buyer's costs, including the costs for any third-party auditor, incurred in connection with conducting such audit are the sole responsibility of Buyer. Buyer shall make a reasonable effort to conclude its audit within sixty (60) Business Days after receiving all records and data that Buyer deems necessary to complete the audit or resolve the disputed invoice. If the audit does not result in the resolution of the disputed invoice, then either Party may initiate the Dispute Resolution process pursuant to Article 10.

ARTICLE 2. CPUC APPROVAL

2.1. Obtaining CPUC Approval

Buyer shall file with the Commission the applicable request for CPUC Approval. Seller shall use commercially reasonable efforts to support Buyer in preparing for and obtaining CPUC Approval. Buyer has no obligation to seek rehearing or to appeal a Commission decision which fails to approve this Agreement or which contains findings required for CPUC Approval with conditions or modifications unacceptable to PG&E in its sole discretion.

2.2. CPUC Approval Termination Right

- (a) Either Party has the right to terminate this Agreement upon Notice, which will be effective five (5) Business Days after such Notice is given, if CPUC Approval has not been obtained or waived by Buyer in its sole discretion within [one hundred eighty (180)] calendar days after Buyer files its request for CPUC Approval.
- (b) Failure to obtain CPUC Approval in accordance with this Article 2 will not be deemed to be a failure of Seller to sell or deliver the Product or a failure of Buyer to purchase or receive the Product, and will not be or cause an Event of Default by either Party. No Settlement Amount with respect to this Agreement will be due or owing by either Party, and neither Party shall have any obligation or liability to the other, upon termination of this Agreement due solely to failure to obtain CPUC Approval; provided that the Parties shall continue to comply with the confidentiality obligations set forth in Article 13 as contemplated therein.

ARTICLE 3. SELLER OBLIGATIONS

3.1. Delivery of Product

- (a) No later than ten (10) Business Days prior to Buyer's Compliance Showing deadlines each year or Showing Month (as applicable), Seller shall submit, or cause Seller's SC(s) to submit Notice to Buyer which shall include Seller's Supply Plan for such year or Showing Month (as applicable) in (A) a form substantially similar to Exhibit E, or (B) a form as communicated in writing by Buyer to Seller no later than fifteen (15) Business Days prior to Buyer's Compliance Showing deadlines for such year or Showing Month (as applicable). Such Supply Plan shall include the Qualifying Capacity for each PDR identified by Seller pursuant to Section 1.4(a)(i), the sum of which shall not exceed the Monthly Contracted Quantity.
- (b) Seller shall, on a timely basis, submit, or cause its SC to submit, the applicable Supply Plans to CAISO in accordance with the CAISO Tariff. The quantities in each Supply Plan submitted by the Seller to the Buyer under Section 3.1(a)(i)

shall exactly match the quantities in each Supply Plan submitted by the Seller or its SC to the CAISO.

3.2. Resource Adequacy Benefits

Seller grants, pledges, assigns, and otherwise commits to Buyer the Qualifying Capacity for each PDR specified in the Supply Plan and all Resource Adequacy Benefits of the Product as associated with the DRAM Resource to enable Buyer to meet its RAR, Local RAR and/or Flexible RAR, as applicable. The Parties shall take all commercially reasonable actions, and execute all documents or instruments necessary, to effect the use of the Product for Buyer's sole benefit.

3.3. Provision of Information

- (a) Within a reasonable period of time, or such time prescribed by the CPUC, Seller shall provide to the CPUC (i) all periodic reports required by the CPUC and (ii) all other information requested by the CPUC relating to Seller's obligations and performance pursuant to this Agreement and the DRAM to which this Agreement relates. In responding to any information request from the CPUC, the Seller may designate information for confidential treatment consistent with CAISO and/or Commission rule, tariff or decision. Any such confidential information provided by Seller to the CPUC shall be held in confidence by the CPUC and excluded from public inspection or disclosure, unless inspection or disclosure is otherwise required by Applicable Laws.
- (b) Seller shall achieve, or shall cause its designated SC to achieve, each Milestone set forth in Exhibit F (each, a "Milestone") on or before the applicable deadline for achievement. Seller shall provide to Buyer:
 - (i) No later than the tenth (10th) calendar day of each month before the commencement of the Delivery Period, or within five (5) days after Buyer's request, a progress report in the form developed by the Commission's Energy Division pursuant to D.19-12-040, OP 28, as the same may be modified from time to time (or, if such form has not yet been finalized, substantially in the form set forth in Exhibit F) ("Progress Report"), describing Seller's progress, including projected time to completion of remaining Milestones.
 - (ii) On or before the applicable deadline to achieve each Milestone, documentation evidencing that the Milestone has been achieved.
 - (iii) Within five (5) Business Days after Buyer's request, any additional evidence reasonably requested by Buyer that the Milestone has been achieved.

3.4. Seller's Obligations

- (a) Seller shall, and shall cause each of the PDRs in the DRAM Resource and corresponding DRPs and SCs to, comply with all applicable CAISO Tariff provisions, CPUC Decisions and all other Applicable Laws, including the Bidding of the DRAM Resource into the applicable CAISO Markets during the Availability Assessment Hours as required by the CAISO Tariff.
- (b) Seller shall or shall cause Seller's DRP to execute Buyer's Demand Response Provider Service Agreement in accordance with Rule 24.
- (c) Seller shall not include any Customer premises or resource in a PDR in the DRAM Resource that is concurrently enrolled in or otherwise concurrently committed to any other demand response program offered, maintained, or funded by Buyer (e.g., without limitation, behind-the-meter storage products in the Energy Storage RFO), or that is registered with CAISO as a part of any other demand response resource or Distributed Energy Resource Aggregation, other than as provided under this Agreement.
- (d) Seller shall not change or modify the customer composition of the DRAM Resource, including without limitation moving a DRAM Resource Customer service account in or out of any PDR of the DRAM Resource, during any Showing Month except under the following circumstances:
 - (i) Seller may add a newly recruited service account to a PDR in the DRAM Resource if that service account is not part of a PDR that is already included in a Supply Plan submitted by Seller to Buyer or any other LSE for the same Showing Month.
 - (ii) Seller may remove a service account from a PDR in the DRAM Resource.
 - (iii) If as a result of the changes in Sections 3.4(d)(i) and 3.4(d)(ii) a PDR in the DRAM Resource becomes large enough to trigger the CAISO's above 10 MW telemetry requirement, Seller may split the affected PDR into two or more smaller resources as necessary to comply with CAISO requirements.
 - (iv) If as a result of the changes in Sections 3.4(d)(i) and 3.4(d)(ii) a PDR in the DRAM Resource becomes small enough to drop below the 100 kW minimum PDR size requirement, Seller may combine the affected PDR with other resources as necessary to comply with CAISO requirements.
 - (v) If a service account has moved to a new LSE (e.g., to or from a community choice aggregator), and if the CAISO Tariff requires PDRs to consist of service accounts that are customers of the same LSE, then Seller

may add or remove the affected service accounts as necessary to comply with CAISO requirements.

3.5. Indemnities for Failure to Perform.

Seller agrees to indemnify, defend and hold harmless Buyer from any costs, penalties, fines or charges assessed against Buyer by the CPUC, CAISO, FERC, or any other Governmental Body with jurisdiction over Buyer, resulting from Seller's failure to do, or cause to be done, any of the following:

- (a) Provide all of the Monthly Contracted Quantity in any Showing Month, except to the extent (i) such failure is solely the result of a failure by Buyer to perform any of its obligations pursuant to Section 6.2;
- (b) Submit timely and accurate Supply Plans that identify Buyer's right to the Monthly Contracted Quantity for each Showing Month;
- (c) Comply with the requirements in Section 3.2 to enable Buyer to meet its RAR;
- (d) Meet CPUC Resource Adequacy requirements per the CPUC RA Filing Guide; or
- (e) Comply with the CAISO Tariff.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize any such costs, penalties, fines and charges; *provided*, in no event will Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these costs, penalties, fines and charges. If Seller fails to pay the foregoing penalties, fines, charges, or costs, or fails to reimburse Buyer for those penalties, fines, charges, or costs, then Buyer may offset those penalties, fines, charges or costs against any amounts it may owe to Seller under this Agreement.

Notwithstanding Seller's obligations in Section 3.5(a), Seller is not required to indemnify or reimburse Buyer for any costs allocated to Buyer by the CAISO for any capacity procured by CAISO pursuant to the Capacity Procurement Mechanism with respect to any Shortfall Capacity.

ARTICLE 4. PAYMENT AND BILLING

4.1. Delivered Capacity Payment

Buyer shall make a monthly payment to Seller, after the applicable Showing Month, ("Delivered Capacity Payment") equal to the product of (A x B).

$$\text{Delivered Capacity Payment} = [A \times B]$$

Where:

A = The Contract Price for the applicable Showing Month, including SC costs.

B = The value from the chart below corresponding to the applicable ratio of Demonstrated Capacity (which shall be a total sum of the individual PDRs in the DRAM Resource) as a percentage of the Qualifying Capacity (which shall be a total sum of the individual PDRs in the DRAM Resource) ("DC-QC Ratio"):

Delivered Capacity (DC) Payment Values		
Band	DC- QC Ratio	Value for B
Pro-rated	> 85.00% to 100.00%	Demonstrated Capacity (kW)
De-rated	50.00% to 85.00%	Demonstrated Capacity (kW) * 50%
Forfeiture	< 50.00%	0

4.2. Invoice and Payment Process

- (a) No later than thirty (30) calendar days after Seller has received Revenue Quality Meter Data for at least ninety-five percent (95%) of all intervals required for settlement of the DRAM Resource for the applicable Showing Month, Seller shall render to Buyer an invoice for the Demonstrated Capacity and associated payment amount due, if any, with respect to such Showing Month in accordance with Section 1.6. Seller's failure to render any invoice by the deadline set forth herein, if such failure is not remedied within three (3) Business Days after Notice of such failure is given by the Buyer, shall be deemed to be a submission by the Seller of a DC Dispatch-based invoice with Demonstrated Capacity at an amount below fifty percent (50%) of the Qualifying Capacity for the applicable Showing Month (i.e., within the "forfeiture" payment band in the chart in Section 4.1).
- (b) Buyer will pay Seller all undisputed invoice amounts on or before the twentieth (20th) Business Day after receipt of Seller's invoice and Demonstrated Capacity.
- (c) Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Cash Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

- (d) Buyer may offset against any future payments by any amount(s) that were previously overpaid.
- (e) Either Party may, in good faith, dispute the correctness of any invoice, bill, charge, or any adjustment to an invoice, rendered under this Agreement, or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, bill, charge, or adjustment to an invoice, was rendered. Disputes are subject to the provisions of Article 10 below. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with Notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within ten (10) Business Days of such resolution.
- (f) Buyer may deduct any amounts that would otherwise be due to Seller under this Agreement from any amounts owing and unpaid by Seller to Buyer under this Agreement.

4.3. Allocation of Other CAISO Payments and Costs

As between Buyer and Seller, Seller shall retain any revenues Seller or Seller's SC may receive from and pay all costs, penalties, charges charged to Seller or Seller's SC by the CAISO or any other third party in connection with the DRAM Resource, except as expressly provided otherwise in this Agreement.

ARTICLE 5. CREDIT AND COLLATERAL

5.1. Seller's Credit and Collateral Requirements

- (a) If, at any time during the Term Seller does not have a Credit Rating, or if its Credit Rating is below BBB- from S&P or Baa3 from Moody's, if rated by both S&P and Moody's or below BBB- from S&P or Baa3 from Moody's, if rated by either S&P or Moody's, but not both, Seller shall provide and maintain collateral with Buyer in an amount equal to twenty percent (20%) of the sum of the estimated Delivered Capacity Payments for all of the remaining months of the Delivery Period including the current month, with such estimated Delivered Capacity Payments being based on the applicable Monthly Quantity values times the applicable Contract Price ("Performance Assurance").
- (b) If Seller's Credit Rating is at or above BBB- from S&P and Baa3 from Moody's, if rated by both S&P and Moody's, or at or above BBB- from S&P or Baa3 from Moody's, if rated by either S&P or Moody's, but not both, Seller shall have no

obligation to provide Performance Assurance to Buyer, and Sections 5.2 through 5.5 will not be applicable.

- (c) If required pursuant to Section 5.1(a), Seller shall post the Performance Assurance with Buyer within five (5) Business Days of the Execution Date.

5.2. Grant of Security Interest/Remedies

- (a) To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing security interest in, and lien on (and right of setoff against), and collateral assignment of, the Performance Assurance and all cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, such Buyer, and each Party agrees to take such action as the other Party reasonably requires in order to perfect Buyer's first-priority security interest in, and lien on (and right of setoff against), such Performance Assurance and collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence or deemed occurrence and during the continuation of an Event of Default or an Early Termination Date, Buyer, if it is the Non-Defaulting Party, may do any one or more of the following: (i) exercise any of the rights and remedies of a Buyer with respect to all Performance Assurance, including any such rights and remedies under law then in effect; (ii) exercise its rights of setoff against any and all property of the Defaulting Party in the possession of the Non-Defaulting Party or its agent; (iii) draw on any outstanding Letter of Credit issued for its benefit; and (iv) liquidate all Performance Assurance then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of the Defaulting Party, including any equity or right of purchase or redemption by the Defaulting Party. In such an event Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under the Agreement (Seller remaining liable for any amounts owing to Buyer after such application), subject to Buyer's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

5.3. Reduction and Substitution of Performance Assurance

- (a) If the amount of Performance Assurance held by Buyer exceeds the amount required pursuant to Section 5.1, on any Business Day, Seller may give Notice to Buyer requesting a reduction in the amount of Performance Assurance previously provided by Seller for the benefit of Buyer, provided that, (i) after giving effect to the requested reduction in Performance Assurance, no Event of Default or Potential Event of Default with respect to Seller has occurred and is continuing, (ii) no Early Termination Date has occurred or been designated as a result of an Event of Default with respect to Seller for which there exist any unsatisfied payment obligations, and (iii) no amounts are owing and unpaid from Seller to

Buyer hereunder. A permitted reduction in Performance Assurance may be effected by the Transfer of Cash to Seller or the reduction of the amount of an outstanding Letter of Credit previously issued for the benefit of Buyer. Seller shall have the right to specify the means of effecting the reduction in Performance Assurance. In all cases, the cost and expense of reducing Performance Assurance (including, but not limited to, the reasonable costs, expenses, and attorneys' fees of Buyer) shall be borne by Seller. Unless otherwise agreed in writing by the Parties, if Seller's reduction demand is made on or before the Notification Time on a Business Day, then Buyer shall have fifteen (15) Business Days to effect a permitted reduction in Performance Assurance, and if Seller's reduction demand is made after the Notification Time on a Business Day, then Buyer shall have sixteen (16) Business Days to effect a permitted reduction in Performance Assurance, in each case, if such reduction is to be effected by the return of Cash to Seller. If a permitted reduction in Performance Assurance is to be effected by a reduction in the amount of an outstanding Letter of Credit previously issued for the benefit of Buyer, Buyer shall promptly take such action as is reasonably necessary to effectuate such reduction.

- (b) Except when an Event of Default or Potential Event of Default with respect to Seller shall have occurred and be continuing or an Early Termination Date has occurred or been designated as a result of an Event of Default with respect to Seller for which there exist any unsatisfied payment obligations, Seller may substitute Performance Assurance for other existing Performance Assurance of equal value upon five (5) Business Days' Notice (provided such Notice is made on or before the Notification Time, otherwise the notification period shall be six (6) Business Days) to Buyer. Upon the Transfer to Buyer of the substitute Performance Assurance, Buyer shall Transfer the relevant replaced Performance Assurance to Seller within five (5) Business Days. Notwithstanding anything herein to the contrary, no such substitution shall be permitted unless (i) the substitute Performance Assurance is Transferred simultaneously or has been Transferred to Buyer prior to the release of the Performance Assurance to be returned to Seller and the security interest in, and general first lien upon, such substituted Performance Assurance granted pursuant hereto in favor of Buyer shall have been perfected as required by applicable law and shall constitute a first priority perfected security interest therein and general first lien thereon, and (ii) after giving effect to such substitution, the substitute Performance Assurance shall equal the amount of Performance Assurance being replaced. Each substitution of Performance Assurance shall constitute a representation and warranty by Seller that the substituted Performance Assurance shall be subject to and governed by the terms and conditions of this Article 5, including without limitation the security interest in, general first lien on and right of offset against, such substituted Performance Assurance granted pursuant hereto in favor of Buyer pursuant to this Article 5.

- (c) The Transfer of any Performance Assurance by Buyer in accordance with this Section 5.3 shall be deemed a release by Buyer of its security interest, general first lien and right of offset granted pursuant to this Article 5 hereof only with respect to such returned Performance Assurance. In connection with each Transfer of any Performance Assurance pursuant to this Article 5, Seller will, upon request of Buyer, execute a receipt showing the Performance Assurance Transferred to it.

5.4. Administration of Performance Assurance

- (a) Cash. Performance Assurance provided in the form of Cash to Buyer shall be subject to the following provisions:
 - (i) Notwithstanding the provisions of applicable law, if no Event of Default has occurred and is continuing with respect to Buyer and no Early Termination Date has occurred or been designated as a result of an Event of Default with respect to Buyer for which there exist any unsatisfied payment obligations, then Buyer shall have the right to sell, pledge, rehypothecate, assign, invest, use, commingle or otherwise use in its business any Cash that it holds as Performance Assurance hereunder, free from any claim or right of any nature whatsoever of Seller, including any equity or right of redemption by Seller.
 - (ii) So long as no Event of Default or Potential Event of Default with respect to Seller has occurred and is continuing, and no Early Termination Date has occurred or been designated as the result of an Event of Default with respect to Seller, and no amounts are owing and unpaid from Seller to Buyer hereunder, and to the extent that an obligation to Transfer Performance Assurance would not be created or increased by the Transfer, in the event that Buyer is holding Cash, Buyer will Transfer (or caused to be Transferred) to Seller, in lieu of any interest or other amounts paid or deemed to have been paid with respect to such Cash (all of which may be retained by Buyer), the Interest Amount when Buyer returns the Cash to Seller following the termination or expiration of this Agreement, as applicable and in conformity with Section 9.6. On or after the occurrence of a Potential Event of Default or an Event of Default with respect to Seller or an Early Termination Date as a result of an Event of Default with respect to Seller, Buyer shall retain any such Interest Amount as additional Performance Assurance hereunder until the obligations of Seller under the Agreement have been satisfied in the case of an Early Termination Date or for so long as such Event of Default is continuing in the case of an Event of Default.
- (b) Letters of Credit. Performance Assurance provided in the form of a Letter of Credit shall be subject to the following provisions:

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- (i) Each Letter of Credit shall be maintained for the benefit of Buyer. Seller shall (A) renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit, (B) if the bank or financial institution that issued an outstanding Letter of Credit has indicated its intent not to renew such Letter of Credit, provide either a substitute Letter of Credit or Cash, in each case at least thirty (30) calendar days prior to the expiration of the outstanding Letter of Credit, and (C) if a bank or financial institution issuing a Letter of Credit shall fail to honor Buyer's properly documented request to draw on an outstanding Letter of Credit, provide for the benefit of Buyer either a substitute Letter of Credit that is issued by a bank or financial institution acceptable to Buyer or Cash, in each case within one (1) Business Day after such refusal.
- (ii) As one method of providing Performance Assurance, Seller may increase the amount of an outstanding Letter of Credit or establish one or more additional Letters of Credit.
- (iii) Upon the occurrence of a Letter of Credit Default, Seller agrees to Transfer to Buyer either a substitute Letter of Credit or Cash, in each case on or before the first (1st) Business Day after the occurrence thereof (or the fifth (5th) Business Day after the occurrence thereof if only clause (i) under the definition of Letter of Credit Default applies).
- (iv) Upon or at any time after the occurrence and continuation of an Event of Default or Letter of Credit Default with respect to Seller, or if an Early Termination Date has occurred or been designated as a result of an Event of Default with respect to Seller for which there exist any unsatisfied payment obligations, then Buyer may draw on the entire, undrawn portion of any outstanding Letter of Credit upon submission to the bank or financial institution issuing such Letter of Credit of one or more certificates specifying that such Event of Default, Letter of Credit Default or Early Termination Date has occurred and is continuing. Cash proceeds received from drawing upon the Letter of Credit shall be deemed Performance Assurance as security for Seller's obligations to Buyer and Buyer shall have the rights and remedies set forth in Section 5.5 with respect to such Cash proceeds. Notwithstanding Buyer's receipt of Cash proceeds of a drawing under the Letter of Credit, Seller shall remain liable (A) for any failure to Transfer sufficient Performance Assurance and (B) for any amounts owing to Buyer and remaining unpaid after the application of the amounts so drawn by Buyer.
- (v) In all cases, the costs and expenses of establishing, renewing, substituting, canceling, and increasing the amount of a Letter of Credit shall be borne by Seller.

- (c) Care of Performance Assurance. Except as otherwise provided in Section 5.4(a)(i) and beyond the exercise of reasonable care in the custody thereof, Buyer shall have no duty as to any Performance Assurance in its possession or control or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. Buyer shall be deemed to have exercised reasonable care in the custody and preservation of the Performance Assurance in its possession if the Performance Assurance is accorded treatment substantially equal to that which it accords its own property, and shall not be liable or responsible for any loss or damage to any of the Performance Assurance, or for any diminution in the value thereof, except to the extent such loss or damage is the result of Buyer's willful misconduct or gross negligence. Buyer shall at all times retain possession or control of any Performance Assurance Transferred to it.

5.5. Exercise of Rights against Performance Assurance

- (a) If an Event of Default with respect to Seller has occurred and is continuing or an Early Termination Date has occurred or been designated as a result of an Event of Default with respect to Seller, Buyer may exercise any one or more of the rights and remedies provided under this Agreement, or as otherwise available under Applicable Law. Without limiting the foregoing, if at any time an Event of Default with respect to Seller has occurred and is continuing, or an Early Termination Date occurs or is deemed to occur as a result of an Event of Default with respect to Seller, then Buyer may, in its sole discretion, exercise any one or more of the following rights and remedies:
- (i) All rights and remedies available to a Buyer under the Uniform Commercial Code and any other applicable jurisdiction and other Applicable Laws with respect to the Performance Assurance held by or for the benefit of Buyer;
 - (ii) The right to set off any Performance Assurance held by or for the benefit of Buyer against and in satisfaction of any amount payable by Seller in respect of any of its obligations; and
 - (iii) The right to draw on any outstanding Letter of Credit issued for its benefit.
- (b) Buyer shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available hereunder. Seller shall in all events remain liable to Buyer for any amount payable by Seller in respect of any of its obligations remaining unpaid after any such liquidation, application and set off.

5.6. Financial Information

If requested by a Party, the other Party shall deliver, if available, (a) within one hundred twenty (120) calendar days following the end of each fiscal year, a copy of the annual report containing audited consolidated financial statements (income statement, balance sheet, statement of cash flows and statement of retained earnings and all accompanying notes) for such fiscal year setting forth in each case in comparative form the figures for the previous year for the Party, as the case may be, and (b) within sixty (60) calendar days after the end of each of its first three fiscal quarters of each fiscal year, a copy of a quarterly report containing unaudited consolidated financial statements for such fiscal quarter and the portion of the fiscal year through the end of such quarter, setting forth in each case in comparative form the figures for the previous year, and if the Party files reports with the Securities and Exchange Commission, certified in accordance with all applicable laws and regulations, including without limitation all applicable Securities and Exchange Commission rules and regulations. If the Party does not file reports with the Securities and Exchange Commission, the reports must be certified by a Chief Financial Officer, Treasurer or any Assistant Treasurer as being fairly stated in all material respects (subject to normal year end audit adjustments); provided, for the purposes of this Section 5.6, if a Party's financial statements are publicly available electronically on the Securities and Exchange Commission's website, then this requirement shall be deemed satisfied. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles; provided, should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as the relevant entity diligently pursues the preparation, certification and delivery of the statements.

5.7. Access to Financial Information

{This provision does not apply if the Delivery Period is for two years or less.}

The Parties agree that Securities and Exchange Commission rules for reporting power purchase agreements may require Buyer to collect and possibly consolidate financial information. If such reporting is required for this Agreement, Buyer is obligated to obtain information from Seller to determine whether or not consolidation is required. If Buyer determines that consolidation is required, Buyer shall require the following during every calendar quarter for the Term of the Agreement:

- (a) Complete financial statements and notes to financial statements, which may include accruals and prior month estimates with true-ups to actual activity;
- (b) Financial schedules underlying the financial statements, all within fifteen (15) days of the end of each quarter;
- (c) Access to records and personnel, so that Buyer's independent auditor can conduct financial audits (in accordance with generally accepted auditing standards) and

internal control audits (in accordance with Section 404 of the Sarbanes-Oxley Act of 2002).

Any information provided to Buyer pursuant to this Section 5.7 shall be treated confidentially and only disclosed on an aggregate basis with other similar entities for which Buyer has contracts. The information will only be used for financial statement purposes and shall not be otherwise shared with internal or external parties.

5.8. Uniform Commercial Code Waiver

This Agreement sets forth the entirety of the agreement of the Parties regarding credit, collateral, financial assurances and adequate assurances. Except as expressly set forth in this Agreement, including, those provisions set forth in Article 5 and Article 9, neither Party:

- (a) has or will have any obligation to post margin, provide Letters of Credit, pay deposits, make any other prepayments or provide any other financial assurances, in any form whatsoever, or
- (b) will have reasonable grounds for insecurity with respect to the creditworthiness of a Party that is complying with the relevant provisions of Article 5 and Article 9; and all implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.

ARTICLE 6. SPECIAL TERMS AND CONDITIONS

6.1. Limitation of Liability

Buyer has no obligations to any person or entity that is, or may participate as, a DRAM Resource Customer, DRP (if Seller is not a DRP), or Seller's SC and Seller shall indemnify Buyer against any claim made by any such DRAM Customer, the DRP (if Seller is not a DRP), or Seller's SC with respect to its participation in or with the PDR or DRAM Resource, as applicable.

6.2. Buyer Provision of Information

Buyer shall provide to Seller, to the extent available and permitted by Applicable Law, including Rule 24, specific information consistent with the Customer Information Service Request Form for Demand Response Providers (CISR-DRP) adopted by the CPUC in D.13-12-029 and Resolution E-4630 including, but not limited to, usage, and/or meter data of a Customer, if Seller provides to Buyer written authorization from such Customer to release such information. Such written authorization must be provided in a form reasonably acceptable to Buyer.

6.3. Changes in Applicable Laws

- (a) If a change in Applicable Laws renders this Agreement or any material terms herein incapable of being performed or administered, then either Party, on Notice, may request the other Party to enter into good faith negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed or administered, while attempting to preserve to the maximum extent possible the benefits, burdens and obligations set forth in this Agreement as of the Execution Date. The Parties acknowledge that such changes may require the approval of the CPUC before becoming effective.
- (b) If the Parties have been unable to reach agreement within thirty (30) calendar days after receipt of such Notice, then either Party may terminate this Agreement by providing Notice. A Party's exercise of its rights under this Section 6.3 will not be deemed to be a failure of Seller to sell or deliver the Product or a failure of Buyer to purchase or receive the Product, and will not be or cause an Event of Default by either Party. Neither Party shall have any further obligation or liability to the other and no Settlement Amount with respect to this Agreement will be due or owing by either Party upon termination of this Agreement due solely to a Party's exercise of its right pursuant to this Section 6.3; provided that, each Party shall continue to comply with the provisions of Section 9.6 as contemplated therein.

6.4. DBE Reporting

No later than twenty (20) calendar days after each semi-annual period ending on June 30th or December 31st during the Term, Seller shall provide to Buyer a report listing all Diverse Business Enterprises that supplied goods or services to Seller during such period, including any certifications or other documentation of such Diverse Business Enterprises' status as such and the amount paid to each Diverse Business Enterprise during such period.

- (a) Buyer has the right to disclose to the CPUC all such information provided by Seller pursuant to this Section 6.4.
- (b) Seller shall make reasonable efforts to accommodate requests by the CPUC (or by Buyer in response to a request by the CPUC) to audit Seller in order to verify data provided by Seller pursuant to this Section 6.4.

6.5. Governmental Charges

Seller shall pay on request and indemnify Buyer against any taxes (including without limitation, any applicable transfer taxes and stamp, registration or other documentary taxes), assessments, or charges that may become payable by reason of the security interests, general first lien and right of offset granted under this Agreement or the

execution, delivery, performance or enforcement of this Agreement, as well as any penalties with respect thereto.

ARTICLE 7. REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1. Representations and Warranties of Both Parties

On the Execution Date, each Party represents and warrants to the other Party that:

- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;
- (b) Except for CPUC Approval in the case of Buyer, it has or will timely acquire all regulatory authorizations necessary for it to legally perform its obligations under this Agreement;
- (c) The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;
- (d) This Agreement constitutes its legally valid and binding obligation, enforceable against it in accordance with its terms;
- (e) It is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or become Bankrupt; provided that, this Section 7.1(e) shall not apply with respect to Buyer until the effective date of Buyer's exit from plan of reorganization in the Chapter 11 Cases has occurred;
- (f) There is not pending or, to its knowledge, threatened against it, any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement; provided that, this Section 7.1(f) shall not apply with respect to Buyer until the effective date of Buyer's exit from plan of reorganization in the Chapter 11 Cases has occurred;
- (g) It (i) is acting for its own account, (ii) has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, (iii) is not relying upon the advice or recommendations of the other Party in so doing, and (iv) is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions, and risks of this Agreement; and
- (h) It has entered into this Agreement in connection with the conduct of its business and it has the capability or ability to make available or take delivery of, as

applicable, the Product under this Agreement in accordance with the terms of this Agreement.

7.2. Additional Seller Representations, Warranties and Covenants

- (a) On the Execution Date, Seller represents and warrants to Buyer that Seller has not used, granted, pledged, assigned, or otherwise committed any of the Monthly Quantity to meet the RAR, Local RAR and/or Flexible RAR, as applicable, or confer Resource Adequacy Benefits upon, any entity other than Buyer during the Delivery Period.
- (b) Seller represents and warrants to Buyer that as of the Execution Date the Unit is incremental to the CAISO Area Baseline List.
- (c) Seller covenants that throughout the Delivery Period:
 - (i) Seller will deliver the Product to Buyer free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person.
 - (ii) Seller has been authorized by each Customer, to act as an aggregator on behalf of such Customer to participate as a PDR in the DRAM Resource, if Seller is not also a Customer.
 - (iii) The DRP has been authorized by each Customer to act on behalf of such Customer to participate as a PDR for the DRAM Resource, if Seller is not the DRP.
 - (iv) Seller will not use, grant, pledge, assign, or otherwise commit any Monthly Contracted Quantity to meet the RAR, Local RAR, and/or Flexible RAR, as applicable, or confer Resource Adequacy Benefits of the Product upon, any entity other than Buyer during the Delivery Period.
 - (v) During each month of the Delivery Period, if any participating Customers in the DRAM Resource have a Prohibited Resource, Seller shall ensure that such Prohibited Resource is not used to reduce load during a Dispatch by any PDR providing Product to Buyer during such month, as follows:
 - A. For all Residential Customers, Seller shall include a provision in its contract forbidding the use of Prohibited Resources to reduce load during a Dispatch by any PDR providing Product to Buyer. Any Customer that does not accept the prohibition will not be eligible to participate in the Seller's DRAM Resource.
 - B. Seller shall require from each of its non-Residential Customers an attestation form attesting to one of the following conditions:

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1. the Customer does not have a Prohibited Resource on site;
2. the Customer has a Prohibited Resource on site and will not use the resource to reduce load during a Dispatch by any PDR providing Product to Buyer; or
3. the Customer has a Prohibited Resource on site and may have to use the resource during Demand Response events for operational, health or safety reasons. The total nameplate capacity in kW of the Customer's resource(s) will be used as the Default Adjustment Value (DAV) to adjust the Demand Response incentives / charge for the Customer's account.

For condition 1 above, the Customer's attestation must include the service account number. For conditions 2 and 3 above, each attestation must provide the service account number, the number of unit(s) of Prohibited Resources on site, and the nameplate capacity of the Prohibited Resource (or, if the Customer has multiple Prohibited Resources, the sum of the nameplate capacity values from all Prohibited Resources on site) (the "Default Adjustment Value"). For condition (3), this Default Adjustment Value will be subtracted from the Potential Load Reduction or Nominated Capacity. Customers must agree to a default adjustment in which the amount of Product such Customer can provide is reduced by the Default Adjustment Value, regardless of whether the Prohibited Resource was actually used. Customers with multiple service accounts enrolled through Seller may submit one attestation form per attestation scenario.

- C. Seller shall collect and store all such Customer attestations and make them available upon request, to a Verification Administrator or the CPUC. Seller shall also collect and store supporting documentation, such as nameplate capacities for each resource under each attestation scenario, and make them available upon request to Buyer, the Verification Administrator or the CPUC.
- D. For non-Residential Customers, the attestation shall occur at the time of enrollment and may be provided with a wet signature, a click, or an electronic signature. Any non-Residential Customer that does not complete this component of the enrollment process will not be eligible to participate in Seller's DRAM Resource. Consistent with CPUC Resolution E-4906, the Seller's contractual agreement is contingent upon compliance with both the prohibition and the submission of the Customers' attestations, which are subject to verification.

- E. Seller shall include provisions in its contracts that Customers are subject to random annual audits (1) requiring compliance with verification requests and facility access for site visits as deemed necessary by the Verification Administrator; (2) requiring the Customer to provide the Verification Administrator with written operating manifest(s), date and time stamped photo(s) of the Prohibited Resource unit(s), load curtailment plan(s), single line diagram(s) permit copy(ies), or other information or documentation about their onsite Prohibited Resources; and (3) allowing the Buyer or its contractor(s) to install monitoring equipment at the Sites for the purposes of verification of attestations.
- F. Seller shall include additional and separate provisions near the beginning of its contracts with Customers explaining and implementing these restrictions specifying that Customer compliance will be subject to verification, indicating the consequences for noncompliance with the provision. All contracts with non-Residential Customers shall indicate that the non-compliance consequences will be as set forth in this section. If the instance of non-compliance involves clerical or administrative errors, such as an inaccurate listing of a Customer name or the nameplate value of a Prohibited Resource in an attestation, or a failure to include a Customer's Prohibited Resource on an attestation, provided in all cases that such Prohibited Resource is not used in violation of the terms of this Agreement (collectively, "Type One Non-Compliance"), Seller shall specify that Customers will have sixty (60) calendar days from receipt of notice to cure such Type-One Non-Compliance. If the instance of non-compliance involves either (1) the Customer does not attest to the use of any Prohibited Resource but is using a Prohibited Resource to reduce load during a demand response event; or (2), a Customer submits an invalid nameplate capacity value for the Prohibited Resource(s) that is lower than the actual capacity value on the nameplate (collectively "Type Two Non-Compliance"), then Customer will be removed from Seller's DRAM Resource as follows. If there is an instance of (x) an uncured Type One Non-Compliance, or (y) a Type Two Non-Compliance, the consequences will be removal from Seller's DRAM Resource and ineligibility to enroll in any DRAM Seller's Resource or Buyer's demand response program subject to the prohibited resource requirement in D.16-09-056 for twelve calendar months from the removal date (for a single instance of noncompliance), or three years from the removal date (for two or more instances of noncompliance).
- G. Seller shall provide such documentation as may be reasonably necessary for Buyer to verify the accuracy of the attestations referenced in subsections B(1)–(3) above and Seller's compliance with

and enforcement of this Section 7.2(b)(v). For all non-Residential Customers, (1) Sellers will provide the Default Adjustment Values (DAVs) monthly (with Demonstrated Capacity information); and, (2) Sellers will ensure that CAISO wholesale market bids reflect portfolio amounts prior to de-rating. Seller shall comply with any Prohibited Resource audit verification plan that is developed in accordance with D. 16-09-056 and approved by the CPUC.

- H. On an annual basis, Seller shall provide to Buyer the language on the prohibition included in its respective Residential Customer contracts. Seller will develop metrics, targets and record keeping systems to assess the effectiveness of its Customer outreach and notification efforts required under this Section 7.2(b)(v), and will provide such materials to the Buyer, the CPUC, and the Verification Administrator upon the request of Buyer or the CPUC.
- I. Seller shall include provisions in its contracts with non-Residential Customers permitting updates to their attestations to (1) add, remove or modify an on-site Prohibited Resource; (2) change the status or use of a Prohibited Resource to reduce load during any Dispatch; or (3) change the Default Adjustment Value, but only if, in each case, the change is supported by documentation that confirms the operational change and can be verified by a Verification Administrator.
- J. Verification methods for Customers under the condition noted in Section 7.2(b)(v)(I)(3) above shall be based on documentation of nameplate capacity, instead of load curtailment plans.
- K. If further documentation in the form of load curtailment plans are required, Seller shall comply with the Verification Administrator's requests for supporting materials.
- L. The Buyer has been directed by the CPUC to require a standardized non-disclosure agreement (NDA) that the Verification Administrator executes with the Buyer. This NDA pertains to all sellers and their customers from whom they collect market-sensitive, proprietary data. Verification information obtained from sellers and their customers is only to be submitted to and collected by the Verification Administrator consistent with CPUC Resolution E-4906. Under the terms of this NDA, third party customers' market-sensitive, proprietary information shall not to be shared with the Buyer, will be kept under seal, and shall be made available to the Commission upon request. Per Ordering Paragraph 14 of CPUC Resolution E-4906, all aggregators must store Customer attestations and make them available to the CPUC upon

request. The Seller shall store non-Residential Customer attestations and make them available to the Buyer or Commission upon request.

ARTICLE 8. NOTICES

8.1. Notices

Notices, requests, statements or payments from one Party to the other Party shall be made to the addresses and persons specified in Section 8.2. All Notices, requests, statements or payments from one Party to the other Party shall be made in writing and may be delivered by hand delivery, first class United States mail, overnight courier service, e-mail or facsimile. Notice from one Party to the other Party by e-mail or facsimile (where confirmation of successful transmission is received) shall be deemed to have been received on the day on which it was transmitted (unless transmitted after 5:00 p.m. at the place of receipt or on a day that is not a Business Day, in which case it shall be deemed received on the next Business Day). Notice from one Party to the other Party by hand delivery or overnight delivery shall be deemed to have been received when delivered. A Party may change its contact information by providing Notice of the same in accordance herewith.

8.2. Contact Information

For Buyer:

Billing Representative

[Name]

Phone:

Facsimile:

Email:

Contract Representative

[Name]

Phone:

Facsimile:

Email:

Supply Plan Contact

[Name]

Phone:

Facsimile:

Email:

Settlements

[Name]

Phone:

Facsimile:

Email:

Other Buyer Contact Information

Wire Transfer

BNK:

ABA:

ACCT:

Credit and Collections

Attn: Credit and Emerging Risk

Phone: (415) 972-5188

Facsimile: (415) 973-7301

Email: PGERiskCredit@pge.com

Notices of Event of Default or Potential Event of Default to:

[Name]

Phone:

Facsimile:

Email:

For Seller:

Billing Representative

[Name]

Phone:

Facsimile:

Email:

Contract Representative

[Name]

Phone:

Facsimile:

Email:

Supply Plan Contact

[Name]

Phone:

Facsimile:

Email:

Other Seller Contact Information

ACH

BNK:

ABA:

ACCT:

Credit and Collections

Attn:

Phone:

Facsimile:

Email:

Notices of Event of Default or Potential Event of Default to:

[Name]

Phone:

Facsimile:

Email:

The Parties acknowledge and agree that those persons set forth in this Section 8.2 are designated by each Party as their respective authorized representatives to act on their behalf for the purposes described therein.

ARTICLE 9. EVENTS OF DEFAULT; TERMINATION

9.1. Events of Default

An "Event of Default" shall mean, with respect to a Party ("Defaulting Party"), the occurrence of any of the following:

- (a) With respect to either Party:
 - (i) The failure to make, when due, any payment required to be made to the other Party pursuant to this Agreement, if such failure is not remedied within three (3) Business Days after written Notice of such failure is given by the Non-Defaulting Party;
 - (ii) Any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated if the representation or warranty is continuing in nature;
 - (iii) The failure to perform any material covenant, obligation, term or condition of this Agreement (except to the extent constituting a separate Event of Default), where such breach is not remedied within five (5) Business Days of Notice of such breach by the Non-Defaulting Party;
 - (iv) Such Party becomes Bankrupt; provided that, this Section 9.1(a)(iv) shall not apply with respect to Buyer until the effective date of Buyer's exit from plan of reorganization in the Chapter 11 Cases has occurred; or
 - (v) A Merger Event occurs with respect to such Party.
- (b) With respect to Seller:
 - (i) The failure of Seller to satisfy the collateral requirements set forth in Article 5;

- (ii) During the Term, Seller makes any material misrepresentation or omission in any report required to be made or furnished by Seller, the Seller's DRP or the Seller's SC pursuant to this Agreement;
- (iii) During the Delivery Period, Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, to any party other than Buyer without Buyer's written consent;
- (iv) During the Term, the occurrence and continuation of a default, event of default or other similar condition or event (however described) in respect of Seller under one or more agreements or instruments relating to indebtedness for borrowed money (whether present or future, contingent or otherwise), which results in such indebtedness for borrowed money (whether present or future, contingent or otherwise) becoming, or becoming capable at such time of being declared, immediately due and payable under such agreements or instruments, before it would otherwise have been due and payable, or a default by Seller in making one or more payments on the due date thereof in an aggregate amount of not less than **[To be determined by Buyer]** under such agreements or instruments (after giving effect to any applicable notice requirement or grace period);
- (v) During the Term, Seller fails to comply with the requirements of Section 7.2(b)(v), where such breach is not remedied within thirty (30) calendar days of Notice of such breach by Buyer;
- (vi) The aggregate Demonstrated Capacity for the DRAM Resource is less than seventy-five percent (75%) of the aggregate Monthly Contracted Quantity for the DRAM Resource in any Showing Month during the Delivery Period; or
- (vii) Seller fails to achieve a Milestone by the applicable deadline for such Milestone as set forth in Section 3.3(b), and such failure is not remedied within five (5) Business Days after Notice from Buyer.

9.2. Early Termination

If an Event of Default shall have occurred, the Party taking the default (the "Non-Defaulting Party") has the right:

- (a) To designate by Notice, which will be effective five (5) Business Days after the Notice is given, a day, no later than twenty (20) calendar days after the Notice is effective, for the early termination of this Agreement (an "Early Termination Date");
- (b) Withhold any payments due to the Defaulting Party under this Agreement;

- (c) Suspend performance of this Agreement, but excluding Seller's obligation to post and maintain Performance Assurance in accordance with Article 5; and
- (d) To pursue all remedies available at law or in equity against the Defaulting Party (including monetary damages), except to the extent that such remedies are limited by the terms of this Agreement.

9.3. Termination Payment

- (a) As soon as practicable after an Early Termination Date is declared, the Non-Defaulting Party shall provide Notice to the Defaulting Party of the amount of the Termination Payment. The Notice must include a written statement setting forth, in reasonable detail, the calculation of such Termination Payment including the Settlement Amount, together with appropriate supporting documentation.
- (b) If the Termination Payment is positive, the Defaulting Party shall pay such amount to the Non-Defaulting Party within two (2) Business Days after the Notice is provided. If the Termination Payment is negative (i.e., the Non-Defaulting Party owes the Defaulting Party more than the Defaulting Party owes the Non-Defaulting Party), then the Settlement Amount shall be zero dollars (\$0), and the Non-Defaulting Party shall only pay to the Defaulting Party, within thirty (30) calendar days after the Notice is provided, any amounts owed by the Non-Defaulting Party to the Defaulting Party determined as of the Early Termination Date.
- (c) If a Party disputes the other Party's calculation of the Termination Payment, in whole or in part, the disputing Party shall, within two (2) Business Days of receipt of the Party's calculation of the Termination Payment, provide to the other Party a detailed written explanation of the basis for such dispute. Any disputes as to the calculation of the Termination Payment which the Parties are unable to resolve may be submitted to dispute resolution as provided in Article 10.

9.4. Reserved

9.5. Suspension of Performance

Notwithstanding any other provision of this Agreement, if (a) an Event of Default or (b) a Potential Event of Default shall have occurred and be continuing, the Non-Defaulting Party, upon Notice to the Defaulting Party, shall have the right (i) to suspend performance under this Agreement and (ii) to the extent an Event of Default shall have occurred and be continuing to exercise any remedy available at law or in equity.

9.6. Rights and Obligations Surviving Termination or Expiration

The rights and obligations that are intended to survive a termination or expiration of this Agreement are all of those rights and obligations that this Agreement expressly provides

survive any such termination or expiration and those that arise from a Party's covenants, agreements, representations, and warranties applicable to, or to be performed, at or during any time before or as a result of the termination or expiration of this Agreement, including:

- (a) A Party's obligation to provide information, including but not limited to Sections 3.3, 5.7, 6.2 and 6.4;
- (b) A Party's obligations with respect to invoices and payments pursuant to this Agreement;
- (c) The obligation of Seller to maintain Performance Assurance as set forth in Section 5.1;
- (d) The obligation of Buyer to return any Performance Assurance under Section 5.3;
- (e) The right to pursue remedies as set forth in Sections 9.2(d) and Article 10;
- (f) The obligations with respect to a Termination Payment as set forth in Section 9.3;
- (g) The dispute resolution provisions of Article 10;
- (h) The indemnity obligations expressly set forth in this Agreement;
- (i) The limitation of liabilities as set forth in Sections 3.5, 6.1 and Article 12;
- (j) The obligation of confidentiality as set forth in Article 13; and
- (k) A Party's obligation to comply with all applicable federal, state and local laws and rules, including without limitation, laws and rules protecting the confidentiality and privacy of Customer and Personal Confidential Information, such as the California Consumer Privacy Act of 2018, as set forth in Section 13.1(b) of this Agreement.

ARTICLE 10. DISPUTE RESOLUTION

10.1. Dispute Resolution

Mindful of the high costs of litigation, not only in dollars but time and energy as well, the Parties intend to and do hereby establish a final and binding out-of-court dispute resolution procedure to be followed in the event any controversy should arise out of or concerning the performance of the Agreement. Accordingly, it is agreed as follows:

10.2. Negotiation

Except for disputes arising with respect to a Termination Payment, the Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by prompt negotiations between each Party's Contract Representative, as identified in Section 8.2, or such other person designated in writing as a representative of the Party ("Manager"). Either Manager may request a meeting (in person or telephonically) to initiate negotiations to be held within ten (10) Business Days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) Business Days of their first meeting ("Initial Negotiation End Date"), the Managers shall refer the matter to the designated senior officers of their respective companies, who shall have authority to settle the dispute ("Executive(s)"). Within five (5) Business Days of the Initial Negotiation End Date ("Referral Date"), each Party shall provide one another written notice confirming the referral and identifying the name and title of the Executive who will represent the Party.

Within five (5) Business Days of the Referral Date the Executives shall establish a mutually acceptable location and date, which date shall not be greater than thirty (30) calendar days from the Referral Date, to meet. After the initial meeting date, the Executives shall meet as often as they reasonably deem necessary to exchange the relevant information and to attempt to resolve the dispute.

All communication and writing exchanged between the Parties in connection with these negotiations shall be confidential and shall not be used or referred to in any subsequent binding adjudicatory process between the Parties.

If the matter is not resolved within forty-five (45) calendar days of the Referral Date, or if the Party receiving the written request to meet, pursuant to the first paragraph of this Section 10.2, refuses or will not meet within ten (10) Business Days, either Party may initiate mediation of the controversy or claim according to the terms of the following Section 10.3.

If a dispute exists with respect to the Termination Payment, and such dispute cannot be resolved by good faith negotiation of the Parties within ten (10) Business Days of the Non-Defaulting Party's receipt of the detailed basis for the explanation of the dispute then either Party may refer the matter directly to Arbitration, as set forth in Section 10.4 below.

10.3. Mediation

If the dispute (other than a dispute regarding the Termination Payment) cannot be resolved by negotiation as set forth in Section 10(a) above, then either Party may initiate mediation, the first-step of a two-step dispute resolution process, which JAMS, Inc., or its successor entity, a judicial arbitration and mediation service ("JAMS"). As the first step, the Parties agree to mediate any controversy before a commercial mediator from the

JAMS panel, pursuant to JAMS's then-applicable commercial mediation rules, in San Francisco, California. Either Party may initiate such a mediation by serving a written demand for mediation. The mediator shall not have the authority to require, and neither Party may be compelled to engage in, any form of discovery prior to or in connection with the mediation. If within sixty (60) days after service of a written demand for mediation, or as extended by mutual agreement of the Parties, the mediation does not result in resolution of the dispute, then the Parties shall resolve such controversy through Arbitration by one retired judge or justice from the JAMS panel, which Arbitration shall take place in San Francisco, California, and which the arbitrator shall administer by and in accordance with JAMS's Commercial Arbitration Rules ("Arbitration"). If the Parties cannot mutually agree on the arbitrator who will adjudicate the dispute, then JAMS shall provide the Parties with an arbitrator pursuant to its then-applicable Commercial Arbitration Rules. The period commencing from the date of the written demand for mediation until the appointment of a mediator shall be included within the sixty (60) day mediation period. Any mediator(s) and arbitrator(s) shall have no affiliation with, financial or other interest in, or prior employment with either Party and shall be knowledgeable in the field of the dispute. Either Party may initiate Arbitration by filing with the JAMS a notice of intent to arbitrate within sixty (60) days of service of the written demand for mediation.

10.4. Arbitration

- (a) At the request of a Party, the arbitrator shall have the discretion to order depositions of witnesses to the extent the arbitrator deems such discovery relevant and appropriate. Depositions shall be limited to a maximum of three (3) per Party and shall be held within thirty (30) days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. Each deposition shall be limited to a maximum of six (6) hours duration unless otherwise permitted by the arbitrator for good cause shown. All objections are reserved for the Arbitration hearing except for objections based on privilege and proprietary and confidential information. The arbitrator shall also have discretion to order the Parties to exchange relevant documents. The arbitrator shall also have discretion to order the Parties to answer interrogatories, upon good cause shown.
- (b) The arbitrator, once chosen, shall consider any transaction tapes or any other evidence which the arbitrator deems necessary, as presented by each Party. In deciding the award, the provisions of this Agreement will be binding on the arbitrator. The arbitrator will deliver his or her decision in writing within 30 days after the conclusion of the Arbitration hearing. The arbitrator shall specify the basis for his or her decision, the basis for the damages award and a breakdown of the damages awarded, and the basis of any other remedy. Except as provided in the Federal Arbitration Act, the decision of the arbitrator will be binding on and non-appealable by the Parties. Each Party agrees that any arbitration award

against it may be enforced in any court of competent jurisdiction and that any Party may authorize any such court to enter judgment on the arbitrator's decision.

- (c) The arbitrator shall have no authority to award punitive or exemplary damages or any other damages other than direct and actual damages.
- (d) Any expenses incurred in connection with hiring the arbitrators and performing the Arbitration shall be shared and paid equally between the Parties. Each Party shall bear and pay its own expenses incurred by each in connection with the Arbitration, unless otherwise included in a solution chosen by the Arbitration panel. In the event either Party must file a court action to enforce an arbitration award under this Article, the prevailing Party shall be entitled to recover its court costs and reasonable attorney fees.
- (e) In the event the Parties choose to litigate any matter hereunder, the Parties hereby waive the right to jury trial.
- (f) Except as may be required by Applicable Law, the existence, contents or results of any Arbitration hereunder may not be disclosed by a Party or the arbitrator without the prior written consent of both Parties.

10.5. Provisional Relief

The Parties acknowledge and agree that irreparable damage would occur if certain provisions of this Agreement are not performed in accordance with the terms of this Agreement, that money damages would not be a sufficient remedy for any breach of these provisions of this Agreement, and that the Parties shall be entitled, without the requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy for a breach of Article 13 in any court of competent jurisdiction, notwithstanding the obligation to submit all other Disputes (including all claims for monetary damages under this Agreement) to arbitration pursuant to this Article 10. The Parties further acknowledge and agree that the results of the arbitration may be rendered ineffectual without the provisional relief.

Such a request for provisional relief does not waive a Party's right to seek other remedies for the breach of the provisions specified above in accordance with Article 10, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in this Agreement for the breach of the provision, or if the Agreement does not specify a remedy for the breach, all other remedies available at law or equity to the Parties for the breach.

ARTICLE 11. INDEMNIFICATION

11.1. Seller's Indemnification Obligations

- (a) In addition to any other indemnification obligations Seller may have elsewhere in this Agreement, which are hereby incorporated in this Section 11.1, Seller releases, and shall indemnify, defend and hold harmless Buyer, and Buyer's directors, officers, employees, agents, assigns, and successors in interest, from and against any and all loss, liability, damage, claim, cost, charge, demand, penalty, fine or expense of any kind or nature (including any direct, damage, claim, cost, charge, demand, or expense, and attorneys' fees (including cost of in-house counsel) and other costs of litigation, arbitration or mediation, and in the case of third-party claims only, indirect or consequential loss or damage of such third-party), arising out of or in connection with:
- (i) any breach made by Seller of its representations, warranties or covenants in Article 7;
 - (ii) Seller's failure to fulfill its obligations regarding Resource Adequacy Benefits as set forth in Article 3;
 - (iii) any violation of Applicable Law or the CAISO Tariff arising out of or in connection with Seller's performance of, or failure to perform this Agreement; or
 - (iv) injury or death to persons, including Buyer employees, and physical damage to property, including Buyer property, where the damage arises out of, is related to, or is in connection with, Seller's obligations or performance under this Agreement.

This indemnity applies notwithstanding Buyer's active or passive negligence; *provided*, Buyer will not be indemnified for its loss, liability, damage, claim, cost, charge, demand or expense to the extent caused by its gross negligence or willful misconduct.

11.2. Indemnification Claims

All claims for indemnification by Buyer will be asserted and resolved as follows:

If a claim or demand for which Buyer may claim indemnity is asserted against or sought to be collected from Seller by a third party, Buyer shall as promptly as practicable give Notice to Seller; *provided*, failure to provide this Notice will relieve Seller only to the extent that the failure actually prejudices Seller.

- (a) Seller will have the right to control the defense and settlement of any claims in a manner not adverse to Buyer but cannot admit any liability or enter into any settlement without Buyer's approval.
- (b) Buyer may employ counsel at its own expense with respect to any claims or demands asserted or sought to be collected against it; *provided*, if counsel is employed due to a conflict of interest or because Seller does not assume control of the defense, Seller will bear the expense of this counsel.

ARTICLE 12. LIMITATION OF REMEDIES, LIABILITY, AND DAMAGES

EXCEPT AS SET FORTH HEREIN WITH RESPECT TO THE PRODUCT, THERE ARE NO WARRANTIES BY EITHER PARTY UNDER THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, UNLESS THE PROVISION IN QUESTION PROVIDES THAT THE EXPRESS REMEDIES ARE IN ADDITION TO OTHER REMEDIES THAT MAY BE AVAILABLE.

SUBJECT TO SECTION 9.3, IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

UNLESS EXPRESSLY PROVIDED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PROVISIONS OF ARTICLE 11 (INDEMNIFICATION), NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

NOTHING IN THIS ARTICLE PREVENTS, OR IS INTENDED TO PREVENT, BUYER FROM PROCEEDING AGAINST OR EXERCISING ITS RIGHTS WITH RESPECT TO ANY PERFORMANCE ASSURANCE.

ARTICLE 13. CONFIDENTIALITY

13.1. Confidentiality and Privacy Obligations

- (a) Neither Party shall disclose the terms or conditions of this Agreement to a third party (other than the Party's or the Party's Affiliates' officers, directors, employees, lenders, counsel, accountants, advisors, or Rating Agencies, who have a need to know such information and have agreed to keep such terms confidential) except (i) in order to comply with any Applicable Law, summons, subpoena, exchange rule, or accounting disclosure rule or standard, or to make any showing required by any applicable Governmental Body other than as set forth in Sections 13.1(a)(i) and (vi); (ii) to the extent necessary for the enforcement of this Agreement; (iii) as may be obtained from a non-confidential source that disclosed such information in a manner that did not violate its obligations to the non-disclosing Party in making such disclosure; (iv) to the extent such information is or becomes generally available to the public prior to such disclosure by a Party; (v) when required to be released in connection with any regulatory proceeding (provided that the releasing Party makes reasonable efforts to obtain confidential treatment of the information being released); (vi) with respect to Buyer, as may be furnished to its duly authorized Governmental Bodies, including without limitation the Commission and all divisions thereof, to Buyer's Procurement Review Group, a group of participants including members of the Commission and other governmental agencies and consumer groups established by the Commission in Commission decisions 02-08-071 and 03-06-071, and to Buyer's Cost Allocation Mechanism Group established by the CPUC in D.07-12-052, or (vii) Seller may disclose the transfer of the Monthly Quantity under this Agreement to its SC in order for such SC to timely submit accurate Supply Plans. The existence of this Agreement is not subject to this confidentiality obligation; *provided*, neither Party shall make any public announcement relating to this Agreement unless required pursuant to subsection (i) or (v) of the foregoing sentence of this Section 13(a).
- (b) During the Term of this Agreement, both Parties shall comply with all applicable federal, state and local laws protecting the confidentiality and privacy of the Customer and Personal Confidential Information, including without limitation, the

California Consumer Privacy Act of 2018, California Civil Code 1798.100 et seq. In addition, Seller shall cause each of the PDRs in the DRAM Resource and corresponding DRPs and SCs to comply with all applicable federal, state, and local laws set forth in the prior sentence.

13.2. Obligation to Notify

In connection with discovery requests or orders pertaining to confidential information in connection with this Agreement as referenced in Section 13.1(a) ("Disclosure Order") each Party shall, to the extent practicable, use reasonable efforts to:

- (a) Notify the other Party before disclosing the Confidential Information; and
- (b) Prevent or limit such disclosure.

After using such reasonable efforts, the Disclosing Party will not be:

- (c) Prohibited from complying with a Disclosure Order; or
- (d) Liable to the other Party for monetary or other damages incurred in connection with the disclosure of the Confidential Information.

13.3. Remedies; Survival

The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, these confidentiality and privacy obligations. With respect to information provided in connection with this Agreement, these obligations shall survive for a period of three (3) years following the expiration or termination of this Agreement.

ARTICLE 14. FORCE MAJEURE

To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then, unless the terms of the Product specify otherwise, the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

ARTICLE 15. MISCELLANEOUS

15.1. General

- (a) This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.
- (b) The term “including,” when used in this Agreement, shall be by way of example only and shall not be considered in any way to be in limitation.
- (c) The headings used herein are for convenience and reference purposes only.
- (d) Each Party agrees that it will not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement.
- (e) Words having well-known technical or industry meanings have these meanings unless otherwise specifically defined in this Agreement.
- (f) Whenever this Agreement specifically refers to any Applicable Law, tariff, government department or agency, or Rating Agency, the Parties hereby agree that the reference also refers to any successor to such law, tariff or organization.
- (g) Nothing in this Agreement relieves either Party from, or modifies, any obligation or requirement that exists in any Applicable Law, tariff, rule, or regulation.
- (h) The Parties acknowledge and agree that this Agreement and the transactions contemplated by this Agreement constitute a “forward contract” within the meaning of the Bankruptcy Code and that Buyer and Seller are each “forward contract merchants” within the meaning of the Bankruptcy Code.

15.2. Governing Law and Venue

THIS AGREEMENT 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 LAWS. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

15.3. Amendment

This Agreement can only be amended by a writing signed by both Parties.

15.4. Assignment

- (a) Neither Party shall assign this Agreement or its rights hereunder, as the case may be, without the prior written consent of the other Party, which consent may not be unreasonably withheld; provided, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof or thereof, as the case may be, in connection with any financing or other financial arrangements to any person or entity whose creditworthiness is equal to or higher than that of such Party, (b) transfer or assign this Agreement to an Affiliate of such Party which Affiliate's creditworthiness is equal to or higher than that of such Party, or (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of such Party and whose creditworthiness is equal to or higher than that of such Party; provided, in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request.
- (b) If Seller seeks to assign this Agreement or its rights hereunder and Buyer's consent is required, then no later than thirty (30) calendar days in advance of the proposed assignment, Seller shall issue Notices to the Commission's Energy Division and to Buyer informing each of Seller's intent to assign, and shall inform prospective Demand Response Providers by emailing all regulatory affairs or contract managers for all registered Demand Response Providers. Seller shall issue a Notice to Buyer of its selected assignee and shall provide concurrently with such Notice: (i) draft modifications to this Agreement to accommodate such assignment; (ii) evidence that the proposed assignee and the DRAM Resource is in compliance with the Milestones; and (iii) the additional information required by the QC Implementation Guidelines, as to the selected assignee. Buyer shall advise Seller of its approval or disapproval of such assignment, in its reasonable discretion, within fifteen (15) Business Days after receipt of all such information. Such assignment, if approved by Buyer, shall not become effective until CPUC Approval has been obtained with respect to the revised Agreement. Buyer shall request CPUC Approval of any revised Agreement via a Tier 1 Advice Letter.

15.5. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of, the Parties and their respective successors and assigns. This Agreement is not intended to confer any rights or remedies upon any other persons other than the Parties.

15.6. Waiver

None of the provisions of this Agreement shall be considered waived by either Party unless the Party against whom such waiver is claimed gives the waiver in writing. The

failure of either Party to insist in any one instance upon strict performance of any the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishments of such rights for the future but the same shall continue and remain in full force and effect. Waiver by either Party of any default of the other Party shall not be deemed a waiver of any other default.

15.7. No Agency

Except as otherwise provided explicitly herein, in performing their respective obligations under this Agreement, neither Party is acting, or is authorized to act, as the other Party's agent.

15.8. No Third-Party Beneficiaries

This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound by this Agreement).

15.9. Entire Agreement

This Agreement, when fully executed, constitutes the entire agreement by and between the Parties as to the subject matter hereof, and supersedes all prior understandings, agreements or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof. Each Party represents that, in entering into this Agreement, it has not relied upon any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.

15.10. Severability

If any term, section, provision or other part of this Agreement, or the application of any term, section, provision or other part of this Agreement, is held to be invalid, illegal or void by a court or regulatory agency of proper jurisdiction, all other terms, sections, provisions or other parts of this Agreement shall not be affected thereby but shall remain in force and effect unless a court or regulatory agency holds that the provisions are not separable from all other provisions of this Agreement.

15.11. Multiple Originals

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any of the signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or more signature pages. Counterparts may be delivered by electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal.

Civ. Code Section 1633.1, et seq.) or other applicable law) or other transmission method and any other counterpart so delivered shall have the same legal effect as an original.

15.12. Mobile Sierra

Notwithstanding any provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to the FERC pursuant to the provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party, a non-Party, or the FERC acting *sua sponte* shall be the “public interest” standard of review set forth in *United States Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956).

15.13. Performance Under this Agreement

Each Party and its representatives shall maintain records and supporting documentation relating to this Agreement, and the performance of the Parties hereunder in accordance with, and for the applicable time periods required by, all Applicable Laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Execution Date.

**PACIFIC GAS AND ELECTRIC
COMPANY**, a California corporation

[SELLER]

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

“Affiliate” means with respect to a Party, any entity which directly or indirectly controls, is controlled by, or is under a common control with that Party. For purposes of this definition, “control” (including, with correlative meaning, the terms “controlling”, “controlled by” and “under common control with”), shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies through the ownership of voting securities, by agreement or otherwise.

“Agreement” has the meaning in the Preamble.

“Applicable Laws” means all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Body that apply to either or both of the Parties, the DRP, the PDR or the terms of this Agreement.

“Audit Notice” has the meaning set forth in Section 1.6(k).

“Availability Assessment Hours” or “AAH” has the meaning set forth in the CAISO Tariff.

“Award” has the meaning set forth in Section 6.6(b).

“Bankrupt” means with respect to any entity, such entity (i) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (ii) makes an assignment or any general arrangement for the benefit of creditors, (iii) otherwise becomes bankrupt or insolvent (however evidenced), (iv) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (v) is generally unable to pay its debts as they fall due.

“Bankruptcy Code” means the United States Bankruptcy Code (11 U.S.C. §101 *et seq.*), as amended, and any successor statute.

“Bid” shall have the meaning in the CAISO Tariff.

“Bundled Service Customer” means a customer of Buyer as a utility distribution company who takes bundled services from Buyer as a utility distribution company including having all its power requirements purchased by Buyer.

“Business Day” means a day that is not a Saturday, Sunday, a Federal Reserve Bank holiday, or the Friday immediately following the U.S. Thanksgiving holiday. A Business Day shall open at

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8:00 a.m. and close at 5:00 p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

“Buyer” has the meaning set forth in the preamble.

“CAISO” means the California Independent System Operator Corporation or any successor entity performing the same functions.

“CAISO Markets” has the meaning set forth in the CAISO Tariff.

“CAISO Area Baseline List” means Attachment A of the CPUC Rulemaking No. 16-02-007.

“CAISO Tariff” means the most current tariff and protocol provisions, including any current CAISO-published “Operating Procedures” and “Business Practice Manuals,” as amended or supplemented from time to time, of the CAISO.

“Capacity Baseline” means a CAISO baseline as applicable to the PDR(s) in the DRAM Resource, as specified in the CAISO Tariff and approved by the CPUC for retail settlement purposes in the DRAM, and as limited by the following: (i) a day matching customer load ten-in-ten baseline with a twenty percent (20%) cap; (ii) a weather matching baseline with a forty percent (40%) cap; (iii) the use of control groups; and (iv) a five-in-ten baseline for Residential Customers, with a forty percent (40%) cap, as utilized for the calculation of Qualifying Capacity and Demonstrated Capacity, and for CAISO settlements, in accordance with Section 1.6 of this Agreement.

“Capacity Procurement Mechanism” has the meaning set forth in the CAISO Tariff.

“Cash” means U.S. Dollars held by or on behalf of Buyer as Performance Assurance hereunder.

“Cash Interest Rate” means the Federal Funds Effective Rate - the rate per annum equal to that day opposite the “Monthly” caption “Federal Funds Rate ((Effective))” as reset on a monthly basis based on set forth in the latest month for which such rate is available) weekly statistical release designated as reported in Federal Reserve Bank Publication H.15- (519,), or its successor publication, published by the Board of Governors of the Federal Reserve System.

“Chapter 11 Cases” means Buyer's Chapter 11 bankruptcy cases pending before the United States Bankruptcy Court for the Northern District of California, Case Nos. 19-30088 (DM) and 19-30089 (DM).

“Claiming Party” has the meaning set forth in Article 14.

“Commission” or “CPUC” means the California Public Utilities Commission, and all divisions thereof, or any successor thereto.

“Compliance Showing(s)” means the RAR compliance or advisory showings (or similar or successor showings), that an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, to the CAISO pursuant to the CAISO Tariff, or to any Governmental Body having jurisdiction.

“Contract Price” means the price for each type of Product as specified in Exhibit B for each Showing Month.

“CPM Capacity” has the meaning set forth in the CAISO Tariff.

“CPUC Approval” means a decision of the CPUC that (i) is final and no longer subject to appeal, which approves the Agreement in full and in the form presented on terms and conditions acceptable to both Parties, including without limitation terms and conditions related to cost recovery and cost allocation of amounts paid to Seller under the Agreement; (ii) does not contain conditions or modifications unacceptable to both Parties; and (iii) finds that any procurement pursuant to this Agreement satisfies the requirement to procure preferred resources under Commission Decision 13-02-015.

“CPUC Decisions” means Commission Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-031, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 09-12-053, 10-06-036, 10-12-038, 11-06-022, 11-10-003, 12-06-025, 13-02-006, 13-04-013, 13-06-024, 14-03-026, 14-06-050, 14-12-024, 15-02-007, 15-06-063, 19-07-009, 19-06-026, 19-12-040 and any other existing or subsequent decisions, resolutions, or rulings related to Resource Adequacy, including, without limitation, the CPUC RA Filing Guide, in each case as may be amended from time to time by the CPUC.

“CPUC RA Filing Guide” is the 2019 annual document issued by the Commission which sets forth the guidelines, requirements and instructions for LSE's to demonstrate compliance with the Commission's Resource Adequacy program.

“Credit Rating” means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by the Ratings Agencies.

“Customer” means a person or entity that is either a: (i) Bundled Service Customer; (ii) community choice aggregation customer or direct access customer who would otherwise be eligible to be a Bundled Service Customer; or (iii) Unbundled Service Customer.

“Customer and Personal Confidential Information” means (i) personal information as defined in California Civil Code section 1798.140(o); (ii) Customer specific information as defined in CPUC rules and decisions which does not meet the CPUC's aggregation standards in CPUC D.14-05-016 for non-Residential Customers of at least fifteen (15) Customers with no Customer comprising fifteen percent (15%) or more of the data and for Residential Customers of at least one hundred (100) Customers per zip code (CPUC aggregation standards), (iii) all written materials marked “Confidential”, “Proprietary” or with words of similar import provided to the

receiving Party; and (iv) any calculations and the results of such calculations involving the Customer and Personal Confidential Information disclosed by the disclosing Party that does not meet the CPUC's aggregation standards. The Customer and Personal Confidential Information includes portions of documents, records and other material forms or representations which the receiving Party may create, including but not limited to handwritten notes or summaries, that contain or are derived from such Customer and Personal Confidential Information.

“Customer Data Access Systems” has the meaning described in CPUC Decision 13-09-025.

“Day-Ahead Market” has the meaning set forth in the CAISO Tariff.

“Day-Ahead Schedule” has the meaning set forth in the CAISO Tariff.

“DC Dispatch” means a Dispatch of a PDR in the DRAM Resource in the CAISO market, in accordance with the CAISO Tariff, for a duration of at least four (4) consecutive hours within the Availability Assessment Hours for all Showing Months.

“DC-QC Ratio” has the meaning set forth in Section 4.1.

“DC Test” means a capacity test of a PDR in the DRAM Resource for one hundred percent (100%) of such PDR's Qualifying Capacity for the applicable Showing Month (where such Qualifying Capacity has been submitted in Seller's Supply Plan for that Showing Month), with a duration of at four (4) consecutive Availability Assessment Hours, conducted by the Seller's SC during the applicable Showing Month, in accordance with the CAISO Tariff and D.14-06-050, Appendix B, that is used to demonstrate capacity.

“Default Adjustment Value” has the meaning set forth in Section 7.2(b)(v)(B), CPUC Resolution E-4838, and CPUC Resolution E-4906.

“Defaulting Party” has the meaning set forth in Section 9.1.

“Delivered Capacity Payment” has the meaning described in and is calculated pursuant to Section 4.1.

“Delivery Period” has the meaning set forth in Section 1.3.

“Demand Response Provider” or “DRP” has the meaning in the CAISO Tariff.

“Demonstrated Capacity” has the meaning set forth in Section 1.6(a).

“Dispatch” means the act of reducing all or a portion of the electrical consumption of the PDR pursuant to a Dispatch Instruction.

“Dispatch Instruction” has the meaning in the CAISO Tariff.

“Dispute” means any and all disputes, claims or controversies arising out of, relating to, concerning or pertaining to the terms of this Agreement, or to either Party’s performance or failure of performance under this Agreement.

“Distributed Energy Resource Aggregation” has the meaning in the CAISO Tariff.

“Diverse Business Enterprises” or “DBE” means Women, Minority, Disabled Veteran (WMDV) and Lesbian, Gay, Bisexual and Transgender (LGBT) Business Enterprises as defined in CPUC General Order 156.

“DR Resource” means the sum of the PDR(s) that Seller identifies pursuant to Section 1.4 that will provide Product to Buyer.

“DR Resource Customer” is a Bundled Service Customer or Unbundled Service Customer account at the Service Account Identification level that is included in the DR Resource.

“Early Termination Date” has the meaning set forth in Section 9.2(a).

“EFC” shall mean Effective Flexible Capacity as defined in the CAISO Tariff.

“Event of Default” has the meaning set forth in Section 9.1.

“Execution Date” has the meaning set forth in the preamble.

“Executive(s)” has the meaning set forth in Section 10.1(a).

“FERC” means the Federal Energy Regulatory Commission, or any division thereof.

“Flexible Capacity” means any and all flexible Resource Adequacy attributes associated with the PDR(s) designated by Seller pursuant to Section 1.4, as such attributes may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction, that can be counted toward Flexible RAR, and which may be (i) exclusive of Local Capacity and (ii) be in Flexible Category 1 (base flexibility), 2 (peak flexibility) or 3 (super-peak flexibility) as described in the CAISO Tariff.

“Flexible RAR” means the flexible Resource Adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body having jurisdiction.

“Force Majeure” means an event or circumstance which prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the Execution Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer’s markets; (ii) Buyer’s inability economically to use or resell the Product purchased hereunder; (iii) the loss or failure of Seller’s supply; (iv) Seller’s ability to sell the Product at a

greater price; (v) a failure of performance of any other entity that is not a Party, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure event; or (vi) breakage or malfunction of equipment, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure event.

“GAAP” means United States generally accepted accounting principles as in effect from time to time, consistently applied.

“Governmental Body” means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal.

“Initial Negotiation End Date” has the meaning set forth in Section 10.1(a).

“Interest Amount” means with respect to a Party and an Interest Period, the sum of the daily interest amounts for all calendar days in such Interest Period; each daily interest amount to be determined by such Party as follows: (i) the amount of Cash held by such Party on that day; multiplied by (ii) the Cash Interest Rate for that day, divided by (iii) 360.

“Interest Period” means the period from (and including) the last Business Day on which an Interest Amount was Transferred by a Party (or if no Interest Amount has yet been Transferred by such Party, the Business Day on which Cash was Transferred to such Party) to (but excluding) the Business Day on which the current Interest Amount is to be Transferred.

“JAMS” has the meaning set forth in Article 10.3.

“LCA Customers” means a Customer that either (i) directly takes or receives electricity services from Buyer's LCA or (ii) directly takes or receives electricity services from a lower voltage substation that electrically connects to Buyer's LCA.

“Letter of Credit” means an irrevocable, non-transferable standby letter of credit, the form of which must be substantially as contained in Exhibit B attached hereto; provided that, the issuer must be a Qualified Institution.

“Letter of Credit Default” means with respect to a Letter of Credit, the occurrence of any of the following events: (a) the issuer of such Letter of Credit shall fail to maintain a Credit Rating of at least “A”-, with a stable outlook designation from S&P and A3, with a stable outlook designation from Moody's, if such issuer is rated by both S&P and Moody's, “A”- by S&P with a stable outlook designation, if such issuer is rated only by S&P, or “A3” by Moody's with a stable outlook designation, if such issuer is rated only by Moody's; (b) the issuer of the Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit; (c) the issuer of such Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit; (d) such Letter of Credit shall expire or terminate, or shall fail or cease to be in full force and effect at any time during the Term of the Agreement, in any such case without replacement; or (e) the issuer of such Letter of Credit shall become

Bankrupt; *provided*, no Letter of Credit Default shall occur or be continuing in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to a Party in accordance with the terms of this Agreement.

“Local Capacity” means any and all Resource Adequacy attributes or other locational attributes associated with the PDR(s) designated by Seller and comprised of LCA Customers pursuant to Section 1.4, from a Local Capacity Resource (as defined in CAISO Tariff) in Buyer's Local Capacity Area, as applicable and as such attributes may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction, that can be counted toward Local RAR, which may be exclusive of any Flexible Capacity, as applicable to the Product.

“Local Capacity Area” or “LCA” means the areas where LCA Customers are electrically interconnected to any of the PG&E LCA Substations.

“Local RAR” means the local Resource Adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body having jurisdiction. Local RAR may also be known as local area reliability, local Resource Adequacy, local Resource Adequacy procurement requirements, or local capacity requirement in other regulatory proceedings or legislative actions.

“LSE” means load-serving entity.

“Manager” has the meaning set forth in Section 10.1(a).

“Merger Event” means, with respect to a Party, that such Party consolidates or amalgamates with, merges into or with, or transfers substantially all its assets to another entity and (i) the resulting entity fails to assume all the obligations of such Party hereunder, or (ii) the resulting entity's creditworthiness is materially weaker than that of such Party immediately prior to such action. The creditworthiness of the resulting entity shall not be deemed to be ‘materially weaker’ so long as the resulting entity maintains a Credit Rating of at least that of the applicable Party, as the case may be, immediately prior to the consolidation, merger or transfer.

“Milestone” has the meaning set forth Section 3.3(b).

“Monthly Contracted Quantity” means the respective amount of each type of Product set forth in Exhibit B that Seller has agreed to provide to Buyer from the DR Resource for each day of the respective Showing Months.

“Monthly Quantity” means the aggregate amount of all Monthly Contracted Quantities set forth in Exhibit B that Seller has agreed to provide to Buyer from the DR Resource for each day of the respective Showing Months for the respective types of Product.

“Moody's” means Moody's Investors Service, Inc. or its successor.

“Must-Offer Obligation” or “MOO” means Seller’s obligation to Bid or cause Seller’s SC to Bid the DRAM Resource into the CAISO Markets based on the type of Product and in accordance with the CAISO Tariff.

“NQC” shall mean Net Qualifying Capacity as defined in the CAISO Tariff.

“Notification Time” means the 10:00 a.m. Pacific Prevailing Time on a Business Day.

“Non-Competitive Behavior” means bidding behavior providing clear evidence of market manipulation or collusion.

“Non-Defaulting Party” has the meaning set forth in Section 9.2.

“Notice” means notices, requests, statements or payments provided in accordance with Article 8.

“Partial DC Dispatch” has the meaning set forth in Section 1.6(a)(i).

“Performance Assurance” has the meaning set forth in Section 5.1(a). Performance Assurance must be in the form of Cash or Letter of Credit. Any Cash received and held by Buyer after drawing on any Letter of Credit will constitute Performance Assurance in the form of Cash.

“PG&E LCA Substations” means the substations located in Buyer’s service territory as designated in EXHIBIT F and corresponding to the following LCAs as designated on EXHIBIT F: Kern, Stockton, Sierra, Other, North Coast/North Bay, Humboldt, Greater Fresno Area, and/or Greater Bay Area.

“Potential Event of Default” means an event which, with Notice or passage of time or both, would constitute an Event of Default.

“Procurement Review Group” has the meaning set forth in Section 13.1.

“Product” means either System Capacity, Local Capacity and/or Flexible Capacity. The particular type of Product sold by Seller to Buyer under this Agreement is specified in Table 1.1(b). Buyer and Seller will have separate agreements for separate products and will combine multiple awards of the same product into one agreement at a weighted average price.

“Progress Report” has the meaning set forth in Section 3.3(b).

“Prohibited Resource” means a distributed generation technology using diesel, natural gas, gasoline, propane, or liquefied petroleum gas, in topping cycle Combined Heat and Power (CHP) or non-CHP configuration. The following resources are exempt: pressure reduction turbines and waste-heat-to-power bottoming cycle CHP, resources using renewable fuels (i.e. renewable gas, renewable diesel, and biodiesel) that have received certification from the California Air Resources Board, as well as energy storage resources not coupled with fossil fueled resources.

“Proxy Demand Resource” or “PDR” has the meaning in the CAISO Tariff.

“Qualifying Capacity” means the load reduction for each PDR in the DR Resource, calculated utilizing the Capacity Baseline, consistent with the values assigned by the CPUC Energy Division, the CPUC Decisions and the CAISO Tariff.

“Qualified Institution” means either a U.S. commercial bank, or a U.S. branch of a foreign bank acceptable to Buyer in its sole discretion; and in each case such bank must have a Credit Rating of at least: (a) “A-, with a stable designation” from S&P and “A3, with a stable designation” from Moody’s, if such bank is rated by both S&P and Moody’s; or (b) “A-, with a stable designation” from S&P or “A3, with a stable designation” from Moody’s, if such bank is rated by either S&P or Moody’s, but not both, even if such bank was rated by both S&P and Moody’s as of the date of issuance of the Letter of Credit but ceases to be rated by either, but not both of those Ratings Agencies.

“RAR” means the Resource Adequacy requirements established for LSEs by the Commission pursuant to the CPUC Decisions, the CAISO pursuant to the CAISO Tariff, or by any other Governmental Body having jurisdiction, or successor program requirements.

“Ratings Agency” means either S&P or Moody’s (collectively the ‘Ratings Agencies’).

“Referral Date” has the meaning set forth in Section 10.1(a).

“Residential Customer” means a DR Resource Customer whose dwelling is single-family units, multi-family units, mobile homes, or other similar living establishments.

“Resource ID” has the meaning set forth in the CAISO Tariff.

“Resource Adequacy” and “Resource Adequacy Benefits” have the meanings set forth in the CPUC Decisions.

“Revenue Quality Meter Data” means interval meter data that has been validated, edited, and estimated in accordance with the Direct Access Standards for Metering and Meter Data as described in Rule 22.

“Rule 24” means Direct Participation Demand Response:
https://www.pge.com/tariffs/assets/pdtariffbook/ELEC_RULES_24.pdf.

“S&P” means Standard & Poor’s Financial Services LLC, or its successor.

“SAID” or “Service Agreement Identification” means a Buyer specific identifier or number for tracking energy service deliveries for a specific load through one or more meters at a customer premises or location as described in Rule 1.

“Scheduling Coordinator” or “SC” has the meaning set forth in the CAISO Tariff.

“Seller” has the meaning set forth in the preamble.

“Settlement Amount” means the sum of the estimated Delivered Capacity Payments for all of the remaining Showing Months of the original Delivery Period as in effect prior to such early termination, including the current Showing Month if not invoiced pursuant to Section 4.2, as of the Early Termination Date, with such estimated Delivered Capacity Payments being based on the sum of the applicable Monthly Contracted Quantity times the applicable Contract Price for each type of Product.

“Shortfall Capacity” means the amount of capacity with respect to the Monthly Contracted Quantity for a type of Product for any portion of a Showing Month which was shown by Buyer in its Compliance Showing that CAISO determines requires outage replacement in accordance with Section 40.7 of the CAISO Tariff.

“Showing Month” shall be each day of each calendar month of the Delivery Period that is the subject of the Compliance Showing, as set forth in the CPUC Decisions and outlined in the CAISO Tariff. For illustrative purposes only, pursuant to the CAISO Tariff and CPUC Decisions in effect as of the Execution Date, the monthly Compliance Showing made in June is for the Showing Month of August.

“Shown Unit” means a Unit specified by Seller in a Supply Plan, but not necessarily identified by Seller to Buyer on the Execution Date.

“Supply Plan” has the meaning set forth in the CAISO Tariff.

“System Capacity” means system Resource Adequacy Benefits associated with the PDR(s) designated by Seller pursuant to Section 1.4, as such attributes may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction, that can be counted toward RAR, which may be exclusive of any Local Capacity and Flexible Capacity as indicated on Table 1.1(b).

“Term” has the meaning set forth in Section 1.2.

“Termination Payment” means the sum of all amounts owed by the Defaulting Party to the Non-Defaulting Party under this Agreement, which shall include the Settlement Amount, less any amounts owed by the Non-Defaulting Party to the Defaulting Party determined as of the Early Termination Date. If Buyer is the Non-Defaulting Party and reasonably expects to incur penalties, fines or costs from the CPUC, the CAISO, or any other Governmental Body, then Buyer may estimate the penalties or fines and include them in the Termination Payment amount.

“Transfer” means, with respect to any Performance Assurance or Interest Amount, and in accordance with the instructions of the Party entitled thereto: (i) in the case of Cash, the payment or transfer by wire transfer into one or more bank accounts specified by the recipient; (ii) in the case of Letters of Credit, delivery of the Letter of Credit or an amendment thereto to the recipient.

“Unbundled Service Customer” means a retail customer of the Buyer acting as a utility distribution company, who takes and receives its electrical power requirements from a different

Load Serving Entity that is not the Buyer, pursuant to CPUC Rule 22 Direct Access or Rule 23 Community Choice Service.

“Unit” means the generation unit described in Appendix B and any Shown Unit.

“Verification Administrator” has the meaning set forth in CPUC Resolution E-4838 and CPUC Resolution E-4906.

EXHIBIT B
MONTHLY CONTRACTED QUANTITY
AND
CORRESPONDING CONTRACT PRICE

	Product [Insert]	
Showing Month	[Year]	
	Monthly Quantity (kW for each day of Showing Month)	Contract Price (\$/kW-month)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

*[Parties to complete one table for each type of Product indicated in Table 1.1(b)
 and accepted bid information.]*

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EXHIBIT C-1

Form of Notice of Demonstrated Capacity

EXHIBIT C1 - Notice of Demonstrated Capacity (QC)

For use with System and Local Capacity Product

Showing Month: _____
 Seller: _____
 Seller Contact Name: _____
 Seller Contact Phone: _____
 SCID: _____
 Local Capacity Area (LCA): _____ (mark "n/a" if not a Local Capacity product)

Total "Monthly Quantity" (MW): _____
 Total "Demonstrated Capacity" (MW): _____
 Therefore: in Delivered Capacity Payment formula, "B" = _____

PDRs in the DRAM Resource			--- "Demonstrated Capacity" (MW) ---						Prohibited Resources Adjustment		Local Capacity Product Delivery	
PDR Resource Name	CAISO Resource ID	Assigned QC (MW)*	For each PDR Resource (row), chose <u>one</u> demonstration method (column) to establish monthly Demonstrated Capacity						Complete for all resources		Local Capacity Product This section is only required if delivering Local Capacity Product	
			Capacity Test Average hourly load reduction across four consecutive hours during capacity test conducted by Seller's SC during Showing Month		Must Offer Obligation (MOO) Average capacity amount Seller bid into CAISO during Showing Month		Dispatch Results¹ Average hourly load reduction resulting from Dispatch during Showing Month		Adjusted MW Claimed Specify the MW portion used to meet the contract obligation			
			Raw Demonstrated Capacity	Lesser of Assigned NCC or Raw Demonstrated Capacity	Raw Demonstrated Capacity	Lesser of Assigned NCC or Raw Demonstrated Capacity	Raw Demonstrated Capacity	Lesser of Assigned NCC or Raw Demonstrated Capacity	Default Adjustment Value (DAV) (MW)	Net MW Claimed	Total Service Accounts**	Customer Service Accounts within specified LCA**
		0.00 MW		0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
				0.00 MW		0.00 MW		0.00 MW				
Demonstrated Capacity ==>				0.00 MW		0.00 MW		0.00 MW		0.00 MW	0	0
IMPORTANT NOTES: ▲ "Monthly Quantity" is from the quantity & pricing Table in Exhibit E.			1) Only include results during the CAISO Availability Assessment Hours (AAH).		1) PDR must be bid into the Day-Ahead Market		1) An eligible Dispatch requires that the PDR provided load reduction in all applicable hours of the CAISO Dispatch Instructions. Only include results during the CAISO AAH.		Per pro-forma Section 7.2(b)(v), provide the DAV adjustment, if any.		Percent Local Accounts	
			2) Calculate using the same PDR Capacity Baseline used for Month Ahead Supply Plan		2) Only include bids submitted in compliance with the CAISO AAH.		2) Calculate using the same PDR Capacity Baseline used for Month Ahead Supply Plan and CAISO Settlement Baseline					

The information provided by Seller in this Notice of Demonstrated Capacity is required by Section 1.6 of the DR Resource Purchase Agreement with PG&E.
 * A combination of a market dispatch and test could be used to satisfy the August four consecutive hour requirement if the CAISO market dispatch does not cover the four consecutive hours.

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EXHIBIT C-2

Form of Notice of Demonstrated Capacity

EXHIBIT C2 - Notice of Demonstrated Capacity (EFC)

For use with Flexible Capacity Product

Showing Month: _____
 Seller: _____
 Seller Contact Name: _____
 Seller Contact Phone: _____
 SCD: _____
 Local Capacity Area (LCA): _____ (mark "n/a" if not a Local Capacity product)

Total "Monthly Quantity"* (MW): _____
 Total "Demonstrated Capacity" (MW): _____
 Therefore: in Delivered Capacity Payment formula, "B" = _____

PDRs in the DRAM Resource				--- "Demonstrated Capacity" (MW) ---						Prohibited Resources Adjustment		Local Capacity Product Delivery	
PDR Resource Name	CAISO Resource ID	Assigned EFC (MW)*	Flexible Category (1, 2, or 3)	For each PDR Resource (row), chose <u>one</u> demonstration method (column) to establish monthly Demonstrated Capacity						Complete for all resources		Local Capacity Product This section is only required if delivering Local Capacity Product	
				Capacity Test Average hourly load reduction across two consecutive hours during capacity test conducted by Seller's SC during Showing Month		Must Offer Obligation (MOO) Average capacity amount Seller bid into CAISO during Showing Month		Dispatch Results ¹ Average hourly load reduction resulting from Dispatch during Showing Month		Adjusted MW Claimed Specify the MW portion used to meet the contract obligation			
				Raw Demonstrated Capacity	Lesser of Assigned EFC or Raw Demonstrated Capacity	Raw Demonstrated Capacity	Lesser of Assigned EFC or Raw Demonstrated Capacity	Raw Demonstrated Capacity	Lesser of Assigned EFC or Raw Demonstrated Capacity	Default Adjustment Value (DAV) (MW)	Net MW Claimed	Total Service Accounts**	Customer Service Accounts within specified LCA**
		0.00 MW			0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
					0.00 MW		0.00 MW		0.00 MW				
Demonstrated Capacity ==>					0.00 MW		0.00 MW		0.00 MW		0.00 MW	0	0
IMPORTANT NOTES: * "Monthly Quantity" is from the quantity & pricing Table in Exhibit E.				1) Only include results during the CAISO Availability Assessment Hours (AAH).	1) Must be bid into the Day-Ahead and Real-Time Market		1) An eligible Dispatch requires that the PDR provided load reduction in all applicable hours of the CAISO Dispatch Instructions. Only include dispatch results during the CAISO AAH.		Per pro-forma Section 7.2(b)(v), provide the DAV adjustment, if any.		Percent Local Accounts		
				2) Calculate using the same PDR Capacity Baseline used for Month Ahead Supply Plan	2) Only include bids submitted in compliance with the CAISO AAH.		2) Calculate using the same PDR Capacity Baseline used for Month Ahead Supply Plan and CAISO Settlement Baseline						

The information provided by Seller in this Notice of Demonstrated Capacity is required by Section 1.6 of the DR Resource Purchase Agreement with PG&E.
¹ A combination of a market dispatch and test could be used to satisfy the August four consecutive hour requirement if the CAISO market dispatch does not cover the four consecutive hours.

EXHIBIT D
COMMUNICATION PROTOCOLS FOR DATA ISSUES
(D.19-12-040, OP 26)

[The IOUs note that OP 27 of D.19-12-040 outlines an Energy Division-led process to develop this reporting template that shall be ready for use in the 2021 DRAM. As this process has not been finalized, the IOUs are including D.19-12-040 language as a placeholder, but plan to incorporate the Energy Division-approved template once it has been finalized.]

- Buyer and Seller shall each designate a point of contact for all data delivery inquiries and notify the Commission's Energy Division, the Buyer, and the Seller of any changes to this point of contact.
- Buyer shall facilitate a monthly call for Seller to report data issues.
- Seller shall perform troubleshooting prior to notifying Buyer of any data issues including:
 - a) verifying the Application Programming Interface data request was correctly formatted;
 - b) verifying Seller's customer lists are updated, including removing customers whose service accounts have been closed; and
 - c) verifying that missing data is not a result of a planned or unplanned outage where Buyer has notified Seller.
- Seller shall notify Buyer of data errors using the standardized data template finalized by the Commission's Energy Division pursuant to OP 27 of D.19-12-040, as the same may be modified from time to time.
- Buyer shall confirm receipt of Seller's inquiry and provide an estimated time of resolution of the inquiry within two (2) Business Days after receipt thereof.
- Buyer shall update Seller on a regular basis and when the estimated time of resolution could change.
- Buyer shall confirm resolution of the inquiry and data delivery.

[INSERT STANDARDIZED TEMPLATE FOR REPORTING DATA ERRORS]

EXHIBIT F

MILESTONE SCHEDULE AND FORM OF PROGRESS REPORT

[The IOUs note that OP 28 also outlines an Energy Division-led process to develop a reporting template that shall be ready for use in the 2021 DRAM. As this process has not been finalized, the IOUs are submitting their latest draft of the milestones template in this advice letter, but plan to update it once it has been finalized.]

The list of milestones and completion dates for the DRAM Resource (“Milestone Schedule”) is as follows:

Category/Submission Date	Milestone
CAISO Registration Milestones: Deadline for achievement of each Milestone is forty-five (45) calendar days prior to Seller’s first Supply Plan submission	
	Seller or its Scheduling Coordinator registers as a CAISO Demand Response Provider, including execution of a Demand Response Provider Agreement
	Seller has become or has contracted with a Scheduling Coordinator or CAISO Demand Response Provider and has identified the name of the Scheduling Coordinator
	Seller or its Scheduling Coordinator has completed other CAISO requirements, including executing a Meter Service Agreement (MSA SC) and obtaining Demand Response Registration System (DRRS) access
	Seller or Scheduling Coordinator has registered a resource pursuant to Section 4.13 of the CAISO tariff and applicable CAISO business practice manuals and received NQC approval from the CAISO
	Seller has attested to having reviewed the CAISO’s Demand Response User Guide
Utility Data Systems Integration Milestones: Deadline for achievement of each Milestone is forty-five (45) calendar days prior to Seller’s first Supply Plan submission	
	Seller has completed Utility Onboarding Process for Rule 24/32
	Seller has completed registration with Buyer’s data sharing platform and completed all connectivity requirements

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	Seller has obtained a Click-Through authorization and/or submitted a Customer Information Service Request Demand Response Provider form for processing
	Seller has utilized Buyer's Application Programming Interface to obtain the full Rule 24/32 data set for a customer authorization
Commission Registration Milestones: Deadline for achievement of each Milestone is forty-five (45) calendar days prior to Seller's first Supply Plan submission	
	Seller has executed the Demand Response Service Provider Registration Application Form
	Seller has signed a notarized Commission registration form
	Seller has paid the \$100 fee
	If Seller includes residential customers in its aggregation, Seller has received approval for the customer letter and posted the bond
	Seller has obtained a Commission registration certificate or registration has been published on the Commission's website
Resource Adequacy Milestones: Deadline for achievement of each Milestone is set forth in Exhibit F, "Implementation Guidelines for Qualifying Capacity"	
	Prior to first month of meeting Qualifying Capacity requirements, Seller has had phone call with Buyer to discuss resource creation and progress
	Seller has submitted Qualifying Capacity information in a timely manner

From the Execution Date of this Agreement and continuing until the commencement of the Delivery Period, Seller shall provide a monthly Progress Report containing, at a minimum, the information listed below, as applicable. In accordance with Section 3.3(b), the report must be sent via e-mail in the form of a single Adobe Acrobat file or facsimile to Buyer, on the fifth (5th) Business Day of each month.

1. An executive summary;
2. An updated Milestone Schedule
3. Chart showing schedule, percent completion, and percent change from previous report of major items and activities;
4. Forecast activities for next month; and
5. Potential issues affecting the DRAM Resource.

EXHIBIT G

Form of Letter of Credit

Issuing Bank Letterhead and Address

IRREVOCABLE NONTRANSFERABLE STANDBY LETTER OF CREDIT

STANDBY LETTER OF CREDIT NO. XXXXXXXX

Date: [insert issue date]

Beneficiary:

Applicant: [Insert name of Applicant and address]

Attention:

Letter of Credit Amount: [insert amount]

Expiry Date: [insert expiry date]

Ladies and Gentlemen:

By order of **[Insert name of Applicant]** ("Applicant"), we hereby issue in favor of **[Insert name of Beneficiary]** (the "Beneficiary") our irrevocable standby letter of credit No. **[Insert number of letter of credit]** ("Letter of Credit"), for the account of Applicant, for drawings up to but not to exceed the aggregate sum of U.S. \$ **[Insert amount in figures followed by (amount in words)]** ("Letter of Credit Amount"). This Letter of Credit is available with **[Insert name of bank, and the city and state in which it is located]** by sight payment, at our offices located at the address stated below, effective immediately. This Letter of Credit will expire at our close of business on **[Insert expiry date]** (the "Expiry Date").

Funds under this Letter of Credit are available to the Beneficiary against presentation of the following documents:

1. Beneficiary's signed and dated sight draft in the form of Annex A hereto, referencing this Letter of Credit No. **[Insert number]** and stating the amount of the demand; and
2. One of the following dated statements signed by an authorized representative or officer of Beneficiary:
 - A. "**[Insert name of Beneficiary]** (the "Beneficiary") is entitled to draw the amount of **[Spell out the amount followed by (US\$xxxxxxx.xx)]**, under Letter of Credit No. **[Insert number]** owed by **[Insert name of Beneficiary's counterparty under the DRAM Resource Purchase Agreement]** or its assignee to Beneficiary under or in connection with the Demand Response Auction Mechanism Resource Purchase Agreement dated **[Insert the Execution Date of the DRAM Resource Purchase Agreement]** between the Beneficiary and **[Insert name of Beneficiary's counterparty under the DRAM Resource Purchase Agreement]** or its assignee"
 - B. "Letter of Credit No. **[Insert number]** will expire in thirty (30) days or less and **[Insert name of Beneficiary's counterparty under the DRAM Resource Purchase Agreement]** or its assignee has not provided replacement Performance Assurance acceptable to **[Insert name of Beneficiary] (the Beneficiary)**, and the amount of **[Spell out the amount followed by (US\$xxxxxxx.xx)]** of the accompanying sight draft does not exceed the amount of Performance Assurance that **[Insert name of Beneficiary's counterparty under the DRAM Resource Purchase Agreement]** or its assignee is required to transfer to the Beneficiary

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under the terms of the Demand Response Auction Mechanism Resource Purchase Agreement dated **[Insert the Execution Date of the DRAM Resource Purchase Agreement]** between **[Insert name of Beneficiary's counterparty under the DRAM Resource Purchase Agreement]** and the Beneficiary.

Special Conditions:

1. Partial and multiple drawings under this Letter of Credit are allowed;
2. All banking charges associated with this Letter of Credit are for the account of the Applicant;
3. This Letter of Credit is not transferable; and
4. A drawing for an amount greater than the Letter of Credit Amount is allowed, however, payment shall not exceed the Letter of Credit Amount.

We engage with you that drafts drawn under and in compliance with the terms and conditions of this Letter of Credit will be duly honored upon presentation, if presented on or before the Expiry Date (or after the Expiry Date as provided below regarding events of Force Majeure), at **[Insert bank's address for drawings]**.

All demands for payment shall be made by presentation of copies or original documents, or by facsimile transmission of documents to **[Insert fax number or numbers]**, Attention: **[Insert name of bank's receiving department]**. If a demand is made by facsimile transmission, the originals or copies of documents must follow by overnight mail, and you may contact us at **[Insert phone number(s)]** to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a presentation.

Our payments against complying presentations under this Letter of Credit will be made no later than on the sixth (6th) banking day following a complying presentation.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification. It is our individual obligation, which is not contingent upon reimbursement and is not affected by any agreement, document, or instrument between us and the Applicant or between the Beneficiary and the Applicant or any other party.

Except as otherwise specifically stated herein, this Letter of Credit is subject to and governed by the *Uniform Customs and Practice for Documentary Credits, 2007 Revision*, International Chamber of Commerce (ICC) Publication No. 600 (the "UCP 600"); provided that, if this Letter of Credit expires during an interruption of our business as described in Article 36 of the UCP 600, we will honor drafts presented in compliance with this Letter of Credit if presented within thirty (30) days after the resumption of our business, and we will effect payment accordingly.

The law of the State of New York shall apply to any matters not covered by the UCP 600.

For telephone assistance regarding this Letter of Credit, please contact us at **[insert number and any other necessary details]**.

Very truly yours,

[insert name of issuing bank]

By: _____
Authorized Signature

Name: _____ **[print or type name]**

Title: _____ **[print or type title]**

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Annex A SIGHT DRAFT

TO
[INSERT NAME AND ADDRESS OF PAYING BANK]

AMOUNT: \$ _____ DATE: _____

AT SIGHT OF THIS DEMAND PAY TO THE ORDER OF [insert name of Beneficiary] THE AMOUNT OF
U.S.\$ _____ (_____ U.S. DOLLARS)

DRAWN UNDER [INSERT NAME OF ISSUING BANK] LETTER OF CREDIT NO. XXXXXX.

REMIT FUNDS AS FOLLOWS:

[INSERT PAYMENT INSTRUCTIONS]

DRAWER

BY: _____
NAME AND TITLE

EXHIBIT H

PG&E LOCAL CAPACITY AREA SUBSTATIONS

Substation Description	Substation_CD	Local Capacity Area
18TH STREET	02239	Greater Bay Area
21ST AVENUE	02255	Greater Bay Area
6TH AVENUE	02253	Greater Bay Area
7TH STANDARD	25458	Kern
8TH AVENUE	01267	Greater Bay Area
ACTON	02247	Greater Bay Area
AIRWAYS	25204	Greater Fresno Area
ALHAMBRA	01410	Greater Bay Area
ALLEGHANY	15210	Sierra
ALMADEN	08231	Greater Bay Area
ALPAUGH	25400	None
ALPINE	16356	None
ALTO	04203	North Coast/North Bay
AMES	08390	Greater Bay Area
ANDERSON	10326	None
ANGIOLA	25215	Greater Fresno Area
ANITA	10284	None
ANNAPOLIS	04286	North Coast/North Bay
ANTELOPE	25202	None
ANTLER	10327	None
APPLE HILL	15366	Sierra
ARANA	08301	Greater Bay Area
ARBUCKLE	06208	None
ARCATA	19202	Humboldt
ARLINGTON	01370	Greater Bay Area
ARVIN	25380	None
ASHLAN AVE	25205	Greater Fresno Area
ATASCADERO	18254	None
ATWATER	25361	Greater Fresno Area
AUBERRY	25415	Greater Fresno Area
AUBURN	15216	Sierra
AVENA	16357	Stockton
AVENAL	25500	Greater Fresno Area
BABEL	01385	Greater Bay Area
BAHIA	04325	None
BAIR	02426	Greater Bay Area
BAKERSFIELD	25337	None
BALCH NO 1	25250	Greater Fresno Area
BALFOUR	01432	Greater Bay Area
BANCROFT	01303	Greater Bay Area
BANGOR	10319	Sierra
BANTA	16247	Stockton
BARRETT	01302	Greater Bay Area

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Substation Description	Substation_CD	Local Capacity Area
BARRY	15211	Sierra
BARTON	25357	Greater Fresno Area
BASALT	04246	North Coast/North Bay
BATAVIA	06866	None
BAY MEADOWS	02401	Greater Bay Area
BAYSHORE	02289	Greater Bay Area
BAYWOOD	18280	None
BEACH (Q)	02234	Greater Bay Area
BEAR VALLEY	25219	Greater Fresno Area
BECK STREET	01264	Greater Bay Area
BELL	15270	Sierra
BELLE HAVEN	02402	Greater Bay Area
BELLEVUE	04318	North Coast/North Bay
BELMONT	02403	Greater Bay Area
BELRIDGE 1A	25437	None
BELRIDGE 1B	25438	None
BEN LOMOND	08304	Greater Bay Area
BERESFORD	02404	Greater Bay Area
BERKELEY F	01206	Greater Bay Area
BERKELEY T	01266	Greater Bay Area
BERRENDA A	25426	None
BERRENDA C	25448	None
BETHEL BANK	01815	Greater Bay Area
BIG BASIN	08284	Greater Bay Area
BIG BEND	10375	Sierra
BIG LAGOON	19236	Humboldt
BIG MEADOWS	10281	None
BIG RIVER	04308	North Coast/North Bay
BIG TREES	08305	Greater Bay Area
BIOLA	25221	Greater Fresno Area
BLACKWELL	25468	None
BLUE LAKE	19218	Humboldt
BOGARD	10330	None
BOGUE	15378	Sierra
BOLINAS	04226	North Coast/North Bay
BOLTHOUSE FARMS	25818	Kern
BONITA	25539	Greater Fresno Area
BONNIE NOOK	15230	Sierra
BORDEN	25512	Greater Fresno Area
BORONDA	18246	Greater Bay Area
BOSTON	01332	Greater Bay Area
BOSWELL	25494	Greater Fresno Area
BOWLES	25353	Greater Fresno Area
BRENTWOOD	01459	Greater Bay Area
BRIDGEVILLE	19246	Humboldt
BRITTON	08361	Greater Bay Area
BROOKSIDE	01321	Greater Bay Area

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Substation Description	Substation_CD	Local Capacity Area
BROWNS VALLEY	15292	Sierra
BRUNSWICK	15248	Sierra
BRYANT	01309	Greater Bay Area
BUCKS CREEK	10221	Sierra
BUELLTON	18304	None
BUENA VISTA	18226	Greater Bay Area
BULLARD	25396	Greater Fresno Area
BURLINGAME	02405	Greater Bay Area
BURNEY	10331	None
BURNS	18358	Greater Bay Area
BUTTE	10308	None
CABRILLO	18310	None
CADET	25482	None
CAL WATER	25545	Kern
CALAVERAS CEMENT	16221	None
CALFLAX	25344	Greater Fresno Area
CALIFORNIA AVE	25228	Greater Fresno Area
CALISTOGA	04271	North Coast/North Bay
CALPELLA	04341	North Coast/North Bay
CALPINE	04801	North Coast/North Bay
CAMBRIA	18277	None
CAMDEN	25230	Greater Fresno Area
CAMP EVERS	08362	Greater Bay Area
CAMPHORA	18207	Greater Bay Area
CANAL	25209	Greater Fresno Area
CANTUA	25359	Greater Fresno Area
CAPAY	10211	None
CARBONA	16309	Stockton
CARLOTTA	19229	Humboldt
CARMEL	18204	Greater Bay Area
CARNATION	25528	Kern
CARNERAS	25232	None
CAROLANDS	02406	Greater Bay Area
CARQUINEZ	04328	North Coast/North Bay
CARRIZO PLAINS	25346	None
CARUTHERS	25237	Greater Fresno Area
CASSERLY	08311	Greater Bay Area
CASSIDY	25427	Greater Fresno Area
CASTRO	02248	Greater Bay Area
CASTRO VALLEY	01409	Greater Bay Area
CASTROVILLE	18235	Greater Bay Area
CATLETT	15376	Sierra
CAWELO B	25262	Kern
CAWELO C	25263	Kern
CAYETANO	01442	Greater Bay Area
CAYUCOS	18255	None
CEDAR CREEK	10332	None

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Substation Description	Substation_CD	Local Capacity Area
CELERON	25527	None
CENTERVILLE	10202	None
CHALLENGE	10320	Sierra
CHANNEL	16307	Stockton
CHARCA	25450	None
CHEROKEE	16365	Stockton
CHESTER	10318	None
CHICO A	10205	None
CHICO B	10249	None
CHICO C	10265	None
CHOLAME	18256	None
CHOWCHILLA	25410	Greater Fresno Area
CLARK ROAD	10309	None
CLARKSVILLE	15361	Sierra
CLAY	16334	None
CLAYTON	01202	Greater Bay Area
CLEAR LAKE	04214	North Coast/North Bay
CLIFF DRIVE	08323	Greater Bay Area
CLOVERDALE	04282	North Coast/North Bay
CLOVIS	25408	Greater Fresno Area
CMC	18311	None
COALINGA NO 1	25216	Greater Fresno Area
COALINGA NO 2	25238	Greater Fresno Area
COARSEGOLD	25443	Greater Fresno Area
COAST RD	08882	Greater Bay Area
COLONY	16223	Stockton
COLUMBIA HILL	15247	Sierra
COLUMBUS	25395	Kern
COLUSA	06202	None
COLUSA JUNCTION	06207	None
CONCORD NO 1	01296	Greater Bay Area
CONTRA COSTA	01365	Greater Bay Area
COPPERMINE	25241	Greater Fresno Area
COPUS	25387	Kern
CORCORAN	25217	Greater Fresno Area
CORDELIA	06270	North Coast/North Bay
CORDELIA	06270	None
CORNING	10333	None
CORONA	04349	North Coast/North Bay
CORRAL	16299	None
CORTINA	06312	None
COTATI	04227	North Coast/North Bay
COTTLE	16371	None
COTTONWOOD	10293	None
COUNTRY CLUB	16312	None
COVELO	04306	North Coast/North Bay
CRESCENT MILLS	10313	None

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Substation Description	Substation_CD	Local Capacity Area
CRESSEY	25470	Greater Fresno Area
CROWS LANDING	16325	Stockton
CURTIS	16335	Stockton
CUYAMA	25314	None
DAIRYLAND	25242	Greater Fresno Area
DAIRYVILLE	10334	None
DALY CITY	02264	Greater Bay Area
DAVIS	06204	Sierra
DAYTON ROAD	10294	None
DEEPWATER	06362	Sierra
DEL MAR	15258	Sierra
DEL MONTE	18222	Greater Bay Area
DELEVAN	06955	None
DESCHUTES	10335	None
DEVILS DEN	25345	None
DIABLO CANYON	18900	None
DIAMOND SPRINGS	15226	Sierra
DINUBA	25409	Greater Fresno Area
DIVIDE	18257	None
DIXON	06206	None
DIXON LANDING	01472	Greater Bay Area
DOBBINS	15374	Sierra
DOLAN ROAD	18238	Greater Bay Area
DOS PALOS	25404	Greater Fresno Area
DOWNIEVILLE DIESEL	15800	Sierra
DRUM	15232	Sierra
DUMBARTON	01447	Greater Bay Area
DUNBAR	04307	North Coast/North Bay
DUNLAP	25406	Greater Fresno Area
DUNNIGAN	06381	None
EAST GRAND	02257	Greater Bay Area
EAST MARYSVILLE	15233	Sierra
EAST NICOLAUS	15215	Sierra
EAST QUINCY	10255	None
EAST STOCKTON	16313	Stockton
ECHO SUMMIT	15803	Sierra
EDENVALE	08295	Greater Bay Area
EDES	01368	Greater Bay Area
EEL RIVER	19238	Humboldt
EIGHT MILE	16391	None
EL CAPITAN	25388	Greater Fresno Area
EL CERRITO G	01250	Greater Bay Area
EL DORADO PH	15276	Sierra
EL NIDO	25245	Greater Fresno Area
EL PATIO	08292	Greater Bay Area
EL PECO	25398	Greater Fresno Area
ELECTRA	16216	None

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Substation Description	Substation_CD	Local Capacity Area
ELK	04298	North Coast/North Bay
ELK CREEK	10278	None
ELK HILLS	25244	None
EMBARCADERO (Z)	02287	Greater Bay Area
EMERALD LAKE	02408	Greater Bay Area
ERTA	08351	Greater Bay Area
ESQUON	10217	None
ESTUDILLO	01348	Greater Bay Area
EUREKA A	19212	Humboldt
EUREKA E	19233	Humboldt
EVERGREEN	08201	Greater Bay Area
FAIRHAVEN	19245	Humboldt
FAIRMOUNT	01265	Greater Bay Area
FAIRVIEW	01343	Greater Bay Area
FAIRWAY	18206	None
FAMOSO	25246	Kern
FELLOWS	25424	None
FELTON	08314	Greater Bay Area
FIGARDEN	25455	Greater Fresno Area
FIREBAUGH	25347	Greater Fresno Area
FITCH MOUNTAIN	04275	North Coast/North Bay
FLINT	15253	Sierra
FLORENCE	01269	Greater Bay Area
FMC	08387	Greater Bay Area
FOOTHILL	18295	None
FORESTHILL	15218	Sierra
FORT BRAGG A	04276	North Coast/North Bay
FORT ORD	18240	Greater Bay Area
FORT ROSS	04285	North Coast/North Bay
FORT SEWARD	19232	Humboldt
FRANKLIN	01392	Greater Bay Area
FREMONT	01435	Greater Bay Area
FRENCH CAMP	16329	Stockton
FRENCH GULCH	10338	None
FROGTOWN	16345	Stockton
FRUITLAND	19231	Humboldt
FRUITVALE	25339	Kern
FULTON	04256	North Coast/North Bay
GABILAN	18233	Greater Bay Area
GALLO	25490	Greater Fresno Area
GANSNER	10302	None
GANSO	25454	None
GARBERVILLE	19222	Humboldt
GARCIA	04304	North Coast/North Bay
GARDNER	25493	None
GATES	25393	None
GEARY	01359	Greater Bay Area

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Substation Description	Substation_CD	Local Capacity Area
GERBER	10339	None
GEYSERVILLE	04289	North Coast/North Bay
GIFFEN	25315	Greater Fresno Area
GILL	01355	Greater Bay Area
GIRVAN	10340	None
GLENN	10260	None
GLENWOOD	02409	Greater Bay Area
GOLDTREE	18258	None
GONZALES	18213	Greater Bay Area
GOOSE LAKE	25420	None
GRAND ISLAND	06246	Sierra
GRANT	01438	Greater Bay Area
GRASS VALLEY	15203	Sierra
GRAYS FLAT	10253	None
GREEN VALLEY	08319	Greater Bay Area
GREENBRAE	04309	North Coast/North Bay
GUALALA	04284	North Coast/North Bay
GUERNSEY	25266	Greater Fresno Area
GUSTINE	16311	Stockton
HALF MOON BAY	02410	Greater Bay Area
HALSEY	15224	Sierra
HAMILTON A	10212	None
HAMILTON BRANCH	10236	None
HAMMER	16330	None
HAMMONDS	25340	Greater Fresno Area
HARDING	16331	Stockton
HARDWICK	25371	Greater Fresno Area
HARRIS	19243	Humboldt
HARTER	15285	Sierra
HARTLEY	04321	North Coast/North Bay
HATTON	18229	Greater Bay Area
HAYWARD O	01224	Greater Bay Area
HENRIETTA	25268	Greater Fresno Area
HERDLYN	16374	None
HICKS	08343	Greater Bay Area
HIGGINS	15269	Sierra
HIGHLANDS	04336	North Coast/North Bay
HIGHWAY	04265	North Coast/North Bay
HILLSDALE	02411	Greater Bay Area
HOLLISTER	18249	Greater Bay Area
HOLLYWOOD	01317	Greater Bay Area
HONCUT	10321	Sierra
HOOPA	19240	Humboldt
HOPLAND	04225	North Coast/North Bay
HORSESHOE	15257	Sierra
HUMBOLDT BAY	19234	Humboldt
HUNTERS POINT (P)	02233	Greater Bay Area

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Substation Description	Substation_CD	Local Capacity Area
HURON	25316	Greater Fresno Area
IGNACIO	04248	North Coast/North Bay
INDIAN FLAT	25269	Greater Fresno Area
INDUSTRIAL ACRES	18230	Greater Bay Area
IONE	16388	None
JACINTO	10285	None
JACOBS CORNER	25477	Greater Fresno Area
JAMESON	06380	None
JANES CREEK	19239	Humboldt
JARVIS	01350	Greater Bay Area
JERSEY ISLAND	01832	Greater Bay Area
JESSUP	10344	None
JOLON	18298	None
JUDAH	02240	Greater Bay Area
KANAKA	10322	Sierra
KEARNEY	25270	Greater Fresno Area
KERCKHOFF	25256	Greater Fresno Area
KERMAN	25271	Greater Fresno Area
KERN OIL	25272	Kern
KERN POWER	25526	Kern
KESWICK	10345	None
KETTLEMAN HILLS	25273	Greater Fresno Area
KING CITY	18203	None
KINGSBURG	25224	Greater Fresno Area
KIRKER	01445	Greater Bay Area
KNIGHTS LANDING	06272	Sierra
KONOCTI	04331	North Coast/North Bay
LAKEVIEW	25341	None
LAKEVILLE	04337	North Coast/North Bay
LAKEWOOD	01353	Greater Bay Area
LAMMERS	16277	Stockton
LAMONT	25391	Kern
LARKIN (Y)	02280	Greater Bay Area
LAS AROMAS	01360	Greater Bay Area
LAS GALLINAS A	04299	North Coast/North Bay
LAS PALMAS	25492	Greater Fresno Area
LAS POSITAS	01440	Greater Bay Area
LAS PULGAS	02412	Greater Bay Area
LATHROP	16303	Stockton
LAURELES	18237	Greater Bay Area
LAWNDALE	02244	Greater Bay Area
LAWRENCE	08342	Greater Bay Area
LAYTONVILLE	04268	North Coast/North Bay
LE GRAND	25536	Greater Fresno Area
LEMOORE	25360	Greater Fresno Area
LERDO	25349	Kern
LINCOLN	15370	Sierra

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Substation Description	Substation_CD	Local Capacity Area
LINDEN	16207	Stockton
LIVE OAK	15377	Sierra
LIVERMORE	01214	Greater Bay Area
LIVINGSTON	25226	Greater Fresno Area
LLAGAS	08318	Greater Bay Area
LOCKEFORD	16368	Stockton
LOCKHEED NO 1	08299	Greater Bay Area
LOCKHEED NO 2	08300	Greater Bay Area
LODI	16211	Stockton
LOGAN CREEK	10314	None
LONE TREE	01323	Greater Bay Area
LOS ALTOS	08224	Greater Bay Area
LOS COCHES	18215	None
LOS GATOS	08202	Greater Bay Area
LOS MOLINOS	10348	None
LOS OSITOS	18208	None
LOST HILLS	25428	None
LOW GAP	19241	Humboldt
LOYOLA	08216	Greater Bay Area
LUCERNE	04335	North Coast/North Bay
MABURY	08219	Greater Bay Area
MADERA	25276	Greater Fresno Area
MADISON	06317	None
MAGUNDEN	25277	Kern
MAINE PRAIRIE	06867	None
MALAGA	25425	Greater Fresno Area
MANCHESTER	25392	Greater Fresno Area
MANTECA	16261	Stockton
MAPLE	01352	Greater Bay Area
MAPLE CREEK	19210	Humboldt
MARICOPA	25421	None
MARINA (F)	02278	Greater Bay Area
MARIPOSA	25445	Greater Fresno Area
MARTELL	16301	None
MARYSVILLE	15201	Sierra
MAXWELL	06288	None
MC ARTHUR	10349	None
MC CALL	25412	Greater Fresno Area
MC FARLAND	25318	Kern
MC KEE	08353	Greater Bay Area
MC MULLIN	25441	Greater Fresno Area
MCAVOY TAP	01809	Greater Bay Area
MCKITTRICK	25278	None
MEADOW LANE	01430	Greater Bay Area
MENDOCINO	04295	North Coast/North Bay
MENDOTA	25231	Greater Fresno Area
MENLO	02413	Greater Bay Area

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Substation Description	Substation_CD	Local Capacity Area
MERCED	25280	Greater Fresno Area
MERCED FALLS	25281	Greater Fresno Area
MERIDIAN	06254	None
MESA	18282	None
METTLER	16370	None
MIDDLE RIVER	16209	None
MIDDLETOWN	04314	North Coast/North Bay
MIDWAY	25261	None
MILLBRAE	02269	Greater Bay Area
MILPITAS	08283	Greater Bay Area
MIRA VISTA	01233	Greater Bay Area
MIRABEL	04209	North Coast/North Bay
MISSION (X)	02201	Greater Bay Area
MIWUK	16366	Stockton
MOLINO	04257	North Coast/North Bay
MONARCH	16230	Stockton
MONROE	04330	North Coast/North Bay
MONTAGUE	08389	Greater Bay Area
MONTE RIO	04281	North Coast/North Bay
MONTEREY	18209	Greater Bay Area
MONTICELLO	04305	North Coast/North Bay
MORAGA	01380	Greater Bay Area
MORGAN HILL	08324	Greater Bay Area
MORMON	16321	Stockton
MORRO BAY	18301	None
MOSHER	16372	None
MOUNTAIN QUARRIES	15228	Sierra
MOUNTAIN VIEW	08203	Greater Bay Area
MT EDEN	01376	Greater Bay Area
MUNI MARINA	02828	Greater Bay Area
NAPA	04202	North Coast/North Bay
NARROWS	15313	Sierra
NEW HOPE	16208	None
NEWARK	01222	Greater Bay Area
NEWBURG	19215	Humboldt
NEWHALL	25446	Greater Fresno Area
NEWMAN	16274	Stockton
NORCO	25469	None
NORD	10307	None
NORIEGA	02251	Greater Bay Area
NORTECH	08246	Greater Bay Area
NORTH BRANCH	16323	None
NORTH DUBLIN	01405	Greater Bay Area
NORTH TOWER	04204	Greater Bay Area
NOTRE DAME	10204	None
NOVATO	04221	North Coast/North Bay
OAK	01260	Greater Bay Area

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Substation Description	Substation_CD	Local Capacity Area
OAK PARK	16327	Stockton
OAKHURST	25442	Greater Fresno Area
OAKLAND C	01201	Greater Bay Area
OAKLAND D	01204	Greater Bay Area
OAKLAND I	01208	Greater Bay Area
OAKLAND J	01209	Greater Bay Area
OAKLAND K	01210	Greater Bay Area
OAKLAND L	01211	Greater Bay Area
OAKLAND X	01254	Greater Bay Area
OCEAN	02258	Greater Bay Area
OCEANO	18260	None
OILFIELDS	18239	None
OLD RIVER	25282	Kern
OLEMA	04229	North Coast/North Bay
OLETA	16354	Sierra
OLIVEHURST	15290	Sierra
OPAL CLIFFS	08345	Greater Bay Area
OREGON TRAIL	10352	None
ORICK	19226	Humboldt
ORINDA	01235	Greater Bay Area
ORLAND B	10270	None
ORO FINO	10303	None
ORO LOMA	25537	Greater Fresno Area
OROSI	25284	Greater Fresno Area
OROVILLE	10252	Sierra
ORTIGA	25431	Greater Fresno Area
OTTER	18294	Greater Bay Area
PACIFIC GROVE	18244	Greater Bay Area
PACIFIC PIPE GRAPEVI	25544	None
PACIFICA	02281	Greater Bay Area
PALMER	18303	None
PALO SECO	01318	Greater Bay Area
PANAMA	25342	Kern
PANOCHÉ	25367	None
PANORAMA	10346	None
PARADISE	10283	None
PARKWAY	04205	None
PARLIER	25229	Greater Fresno Area
PARSONS	01366	Greater Bay Area
PASO ROBLES	18261	None
PAUL SWEET	08325	Greater Bay Area
PEABODY	06364	None
PEACHTON	10324	Sierra
PEASE	15375	Sierra
PENNGROVE	04347	North Coast/North Bay
PENRYN	15256	Sierra
PENTLAND	25531	None

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Substation Description	Substation_CD	Local Capacity Area
PEORIA	16378	Stockton
PERRY	18307	None
PETALUMA A	04212	North Coast/North Bay
PETALUMA C	04263	North Coast/North Bay
PHILO	04260	North Coast/North Bay
PIERCY	08391	Greater Bay Area
PIKE CITY	15220	Sierra
PINE GROVE	16375	None
PINECREST	16316	Stockton
PINEDALE	25285	Greater Fresno Area
PIPER BANK	01812	Greater Bay Area
PIT NO 1	10372	None
PIT NO 3	10373	None
PIT NO 5	10132	None
PIT NO 7	10350	None
PITTSBURG	01216	Greater Bay Area
PLACER	15246	Sierra
PLACERVILLE	15308	Sierra
PLAINFIELD	06344	None
PLEASANT GROVE	15244	Sierra
PLEASANT HILL	01330	Greater Bay Area
PLUMAS	15373	Sierra
PLYMOUTH	02268	Greater Bay Area
POINT ARENA	04338	North Coast/North Bay
POINT MORETTI	08293	Greater Bay Area
POINT PINOLE	01426	Greater Bay Area
PORTOLA	02261	Greater Bay Area
POSO MOUNTAIN	25364	Kern
POTRERO PP (A)	02203	Greater Bay Area
POTTER VALLEY P H	04228	North Coast/North Bay
PRUNEDALE	18296	Greater Bay Area
PUEBLO	04329	North Coast/North Bay
PURISIMA	18297	None
PUTAH CREEK	06368	None
RACETRACK	16376	Stockton
RADUM	01315	Greater Bay Area
RAINBOW	25444	Greater Fresno Area
RALSTON	02414	Greater Bay Area
RANCHERS COTTON	25480	Greater Fresno Area
RANDOLPH	02259	Greater Bay Area
RAWSON	10353	None
RED BLUFF	10354	None
REDBUD	04319	North Coast/North Bay
REDWOOD CITY	02416	Greater Bay Area
REEDLEY	25234	Greater Fresno Area
RENFRO	25457	None
RESEARCH	01469	Greater Bay Area

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Substation Description	Substation_CD	Local Capacity Area
RESERVATION ROAD	18273	Greater Bay Area
RESERVE OIL	25418	Greater Fresno Area
RICE	06283	None
RICHMOND Q	01252	Greater Bay Area
RICHMOND R	01347	Greater Bay Area
RIDGE	01284	Greater Bay Area
RINCON	04332	North Coast/North Bay
RIO BRAVO	25286	None
RIO DEL MAR	08326	Greater Bay Area
RIO DELL	19225	Humboldt
RIPON	16380	Stockton
RISING RIVER	10355	None
RIVER OAKS	08234	Greater Bay Area
RIVER ROCK	25525	Greater Fresno Area
RIVERBANK	16319	Stockton
ROB ROY	08369	Greater Bay Area
ROBLES	01358	Greater Bay Area
ROCKLIN	15206	Sierra
ROLAND	08375	Greater Bay Area
ROSEDALE	25476	Kern
ROSSMOOR	01416	Greater Bay Area
ROUGH AND READY ISLA	16308	Stockton
RUSS RANCH	19247	Humboldt
RUSSELL	01331	Greater Bay Area
SALINAS	18201	Greater Bay Area
SALMON CREEK	04316	North Coast/North Bay
SALT SPRINGS	16369	None
SAN ARDO	18219	None
SAN BENITO	18274	Greater Bay Area
SAN BERNARD	25319	None
SAN BRUNO	02270	Greater Bay Area
SAN CARLOS	02418	Greater Bay Area
SAN JOAQUIN	25236	Greater Fresno Area
SAN JOAQUIN #2	25252	Greater Fresno Area
SAN JOAQUIN #3	25253	Greater Fresno Area
SAN JOSE A	08225	Greater Bay Area
SAN JOSE B	08226	Greater Bay Area
SAN JUSTO	18318	Greater Bay Area
SAN LEANDRO U	01311	Greater Bay Area
SAN LORENZO	01346	Greater Bay Area
SAN LUIS OBISPO	18263	None
SAN MATEO	02419	Greater Bay Area
SAN MIGUEL	18266	None
SAN PABLO	01437	Greater Bay Area
SAN RAFAEL	04201	North Coast/North Bay
SAN RAMON	01423	Greater Bay Area
SAND CREEK	25460	Greater Fresno Area

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Substation Description	Substation_CD	Local Capacity Area
SANGER	25235	Greater Fresno Area
SANTA MARIA	18267	None
SANTA NELLA	25405	Greater Fresno Area
SANTA RITA	25354	Greater Fresno Area
SANTA ROSA A	04215	North Coast/North Bay
SANTA YNEZ	18272	None
SARANAP	01356	Greater Bay Area
SARATOGA	08337	Greater Bay Area
SAUSALITO	04249	North Coast/North Bay
SCE MCFARLAND	25811	Kern
SCE REFUGIO	18807	None
SCE TEHACHAPI	25813	None
SCE TEJON TIE	25819	None
SCHINDLER	25289	Greater Fresno Area
SEACLIFF	08350	Greater Bay Area
SEMITROPIC	25290	None
SERRAMONTE	02286	Greater Bay Area
SF E	02207	Greater Bay Area
SF G	02209	Greater Bay Area
SF H	02210	Greater Bay Area
SF J	02222	Greater Bay Area
SF K	02213	Greater Bay Area
SF L	02226	Greater Bay Area
SF M	02227	Greater Bay Area
SF N	02228	Greater Bay Area
SHADY GLEN	15243	Sierra
SHAFTER	25365	None
SHARON	25533	Greater Fresno Area
SHEPHERD	25206	Greater Fresno Area
SHINGLE SPRINGS	15365	Sierra
SHORE ACRES BANK	01810	Greater Bay Area
SIERRA CITY GEN	15801	Sierra
SIGNETICS	08379	Greater Bay Area
SILVER	02267	Greater Bay Area
SILVERADO	04343	North Coast/North Bay
SISQUOC	18281	None
SKAGGS ISLAND	04334	North Coast/North Bay
SMARTVILLE	15379	Sierra
SMYRNA	25355	None
SNEATH LANE	02272	Greater Bay Area
SO. CAL. EDISON	25888	Greater Fresno Area
SO. CAL. EDISON #2	25885	Greater Fresno Area
SO. CAL. EDISON #3	25886	Greater Fresno Area
SOBRANTE	01467	Greater Bay Area
SOLANO	01314	Greater Bay Area
SOLEDAD	18205	Greater Bay Area
SONOMA	04272	North Coast/North Bay

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Substation Description	Substation_CD	Local Capacity Area
SOQUEL	08330	Greater Bay Area
SOTO	01326	Greater Bay Area
SPANISH CREEK	10310	None
SPANSION	08385	Greater Bay Area
SPALDING	15225	Sierra
SPENCE	18220	Greater Bay Area
SPRING GAP	16283	Stockton
SPRUCE	01334	Greater Bay Area
STAFFORD	04320	North Coast/North Bay
STAGG	16242	None
STANISLAUS	16282	Stockton
STELLING	08348	Greater Bay Area
STILLWATER	10356	None
STOCKDALE	25407	Kern
STOCKTON A	16237	Stockton
STOCKTON ACRES	16322	Stockton
STONE	08370	Greater Bay Area
STONE CORRAL	25292	Greater Fresno Area
STOREY	25461	Greater Fresno Area
STROUD	25366	Greater Fresno Area
STUART	01384	Greater Bay Area
SUISUN	06213	None
SULLIVAN	02285	Greater Bay Area
SUMMIT	15259	Sierra
SUNOL	01424	Greater Bay Area
SWIFT	08339	Greater Bay Area
SYCAMORE CREEK	10297	None
TAFT	25208	None
TAMARACK	15229	Sierra
TAR FLAT	16324	Stockton
TARAVAL	02250	Greater Bay Area
TASSAJARA	01466	Greater Bay Area
TECUYA	25451	None
TEJON	25293	None
TEMBLOR	25255	None
TEMPLETON	18305	None
TERMINOUS	16302	None
TEVIS	25532	Kern
TEXACO EMIDIO	25542	None
TIDEWATER	01465	Greater Bay Area
TIVY VALLEY	25294	Greater Fresno Area
TOCALOMA	04315	North Coast/North Bay
TOKAY	16888	None
TRACY	16288	Stockton
TRES PINOS	18322	Greater Bay Area
TRES VIAS	10325	Sierra
TRIMBLE	08380	Greater Bay Area

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Substation Description	Substation_CD	Local Capacity Area
TRINIDAD	19223	Humboldt
TUDOR	15371	Sierra
TULARE LAKE	25295	None
TULUCAY	04230	North Coast/North Bay
TUPMAN	25456	None
TWISSELMAN	25440	None
TYLER	10357	None
UKIAH	04277	North Coast/North Bay
UPPER LAKE	04287	North Coast/North Bay
VACA DIXON	06359	None
VACAVILLE	06360	None
VALLEJO B	04245	Greater Bay Area
VALLEJO C	04255	North Coast/North Bay
VALLEY HOME	16298	Stockton
VALLEY VIEW	01434	Greater Bay Area
VASCO	01375	Greater Bay Area
VASONA	08377	Greater Bay Area
VICTOR	16328	Stockton
VIEJO	18285	Greater Bay Area
VIERRA	16270	Stockton
VINA	10358	None
VINEYARD	01450	Greater Bay Area
VIRGINIA	01378	Greater Bay Area
VOLTA	10254	None
WAHTOKE	25453	Greater Fresno Area
WALDO	01335	Greater Bay Area
WALL	01374	Greater Bay Area
WALNUT CREEK	01220	Greater Bay Area
WARD	01298	Greater Bay Area
WASCO	25296	None
WASHINGTON CITY GEN.	15804	Sierra
WATERLOO	16315	Stockton
WATERSHED	02424	Greater Bay Area
WATSONVILLE	08333	Greater Bay Area
WAYNE	01381	Greater Bay Area
WEBER	16348	Stockton
WEBER	16348	None
WEEDPATCH	25297	None
WEIMAR	15249	Sierra
WELLFIELD	25429	None
WEST FRESNO	25373	Greater Fresno Area
WEST LANE	16362	Stockton
WEST POINT	16320	None
WEST SACRAMENTO	06313	Sierra
WESTLAKE	02260	Greater Bay Area
WESTLEY	16267	Stockton
WESTPARK	25370	Kern

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Substation Description	Substation_CD	Local Capacity Area
WHEATLAND	15281	Sierra
WHEELER RIDGE	25348	None
WHISMAN	08363	Greater Bay Area
WHITMORE	10360	None
WHITNEY	01324	Greater Bay Area
WILDWOOD	10361	None
WILKINS SLOUGH	06277	None
WILLIAMS	06205	None
WILLITS	04266	North Coast/North Bay
WILLOW CREEK	19217	Humboldt
WILLOW PASS	01391	Greater Bay Area
WILLOWS A	10274	None
WILSON	25430	Greater Fresno Area
WINDSOR	04350	North Coast/North Bay
WINTERS	06332	None
WISE	15227	Sierra
WISHON	25151	Greater Fresno Area
WOLFE	08367	Greater Bay Area
WOOD	01338	Greater Bay Area
WOODACRE	04302	North Coast/North Bay
WOODCHUCK	25491	Greater Fresno Area
WOODLAND	06203	Sierra
WOODSIDE	02425	Greater Bay Area
WOODWARD	25529	Greater Fresno Area
WRIGHT	25464	Greater Fresno Area
WYANDOTTE	10291	Sierra
YOSEMITE	02249	Greater Bay Area
ZACA	18268	None
ZAMORA	06319	Sierra