

## PUBLIC UTILITIES COMMISSION

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SAN FRANCISCO, CA 94102-3298



June 10, 2020

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Southern California Edison Company (SCE)  
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**SUBJECT: Pacific Gas and Electric Company (PG&E) Advice Letter (AL) 5673-E, San Diego Gas & Electric (SDG&E) AL 3448-E and AL 3448-E-A, and Southern California Edison Company (SCE) AL 4094-E and AL 4094-E-A, Updates to Green Tariff Shared Renewables (GTSR) Program Tariffs and Power Purchase Agreement Riders in Compliance with Resolution E-5028**

Dear Mr. Jacobson, Mr. Faber, and Dr. Stern:

Pursuant to CPUC Resolution E-5028 Ordering Paragraph (OP) 4 issued September 30, 2019, PG&E, SDG&E, and SCE (the IOUs) filed Advice Letters (ALs) seeking approval of their proposed revisions to the GTSR program tariffs and the Power Purchase Agreement (PPA) Rider. Specifically, Resolution E-5028 OP 4 ordered the IOUs to submit a Tier 1 AL within 30 days to implement specific proposed changes to the GTSR program which do not result in a different program structure or materially different capacity.

PG&E filed AL 5673-E on October 31, 2019, SDG&E filed AL 3448-E on October 28, 2019, and SCE filed AL 4094-E on October 28, 2019, with each utility seeking approval of their proposed revisions in compliance with Resolution E-5028 OP 4. On November 18, 2019, ForeFront Power, LLC (ForeFront) filed a response to the ALs. On January 24, 2020, SDG&E filed a Partial Supplement, AL 3448-E-A, and on February 19, 2020, SCE filed supplemental AL 4094-E-A.

After review and analysis, the Energy Division staff (staff) has determined that in accordance with Commission General Order 96-B 7.3.4, SDG&E AL 3448-E and Supplement AL 3448-E-

A and SCE AL 4094-E and Supplement AL 4094-E-A are in compliance with Resolution E-5028, OP 4 and are effective as of June 10, 2020. PG&E AL 5673-E is effective on the date of submittal, October 30, 2019. Attachment 1 contains a detailed discussion of the response, replies, and staff's determination that the ALs and Supplements are compliant with Resolution E-5028 OP 4.

Please contact Cherie Chan of the Energy Division at [cherie.chan@cpuc.ca.gov](mailto:cherie.chan@cpuc.ca.gov) if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Edward Randolph".

Edward Randolph  
Deputy Executive Director for Energy and Climate Policy/Director, Energy Division

cc: John L. Clark, J.D., Attorney for ForeFront Power, Goodin, MacBride, Squeri & Day, LLP

**Attachment 1:**  
**Staff Technical Review and Disposition**

**Background**

Senate Bill (SB) 43 (Wolk 2014) enacted the Green Tariff/Shared Renewables (GTSR) Program, which is intended to expand renewable energy access to ratepayers who currently cannot benefit from onsite generation such as rooftop solar. The program was originally intended to sunset in 2019. SB 840 (2016) the Public Resources Energy Budget and Fiscal Review bill, extended the operation of the program indefinitely: the GTSR program will now end when the 600-megawatt program cap is reached.

The GTSR program has two components: Green Tariff (GT) and Enhanced Community Renewables (ECR). Through GT, a customer may pay the difference between their current generation charge and the cost of procuring 50 to 100 percent renewables, to ensure additional increases in renewable generation nearby. With ECR, a customer agrees to purchase a share of a community renewables (typically solar) project directly from a developer, and in exchange will receive a credit from their utility for the customer's avoided generation procurement.

Resolution E-5028, issued September 30, 2019, approved the extension of the IOUs' GTSR programs consistent with SB 840, and approved several modifications to the program which did not result in a different structure or materially different capacity to the original GTSR programs.

Specifically, OP 4 of Resolution E-5028 ordered the IOUs to submit a Tier 1 AL within 30 days to implement changes to the GTSR program to:

- Modify Community Interest to start of Construction.
- Remove the 'number of subscribers' requirement.
- Residential requirement shall be 1/6 of load.
- Allow developers to backfill for attrition.
- Allow GT participants to adjust their subscription percentages twice per year.
- Remove Special Condition 12 from the program's tariffs.
- Remove the January 1, 2019 sunset date from the program's tariffs.
- Deny proposals to allow NEM customers to participate in the program.
- Apply the 2 MW cap on a per-site basis rather than an enterprise-wide basis.
- Clarify that participants may continue to receive service under the program for a period of up to 20 years from their original subscription date.

PG&E filed AL 5673-E on October 31, 2019, SDG&E filed AL 3448-E on October 28, 2019, and SCE filed AL 4094-E on October 28, 2019, seeking approval of their proposed revisions in compliance with Resolution E-5028 OP 4. On November 18, 2019, ForeFront Power, LLC, (ForeFront) a community solar developer and provider of solar energy services, serving business, public sector, utility, and residential customers, filed a response to the AL filings. SDG&E and SCE each filed replies on November 25, 2019. Forefront raised three areas of concern that are addressed below.

### **Backfilling for Attrition in the Community Renewables Program**

In OP 4.d of Resolution E-5028, the CPUC directed the IOUs to modify their tariffs to allow project developers to backfill for attrition after the initial enrollment period, meaning that if participating customers move, go out of business, or otherwise leave the Community Renewables program, developers could enroll new customers to replace this lost load.

In its response, ForeFront notes that SDG&E's implementation of the tariff language clearly echoes the language of the Ordering Paragraph, whereas PG&E's tariff language could be clearer. In contrast, ForeFront alleges that SCE's tariff revisions failed to make this change. In its reply, SCE indicated that it would clarify its tariff, which it did in its February 19, 2020 supplemental AL 4094-E-A.

### **Green Tariff Subscription Terms**

ForeFront's response asserts that PG&E's tariff language clearly states that "participating customers may continue to receive service under the Green Tariff program for a period of up to 20 years from their original subscription date" but that similar language is not explicitly included in SDG&E's or SCE's tariff revisions. To assure uniformity among the utilities and to avoid confusion, ForeFront recommends that SDG&E and SCE include this same language in their tariffs.

In its reply, SDG&E noted that its tariffs are sufficiently clear. SCE noted that its Green Tariff does not have any language that would prevent a customer from staying on the program for up to 20 years. Therefore, SCE does not agree that any change is required to its tariff.

### **Demonstration of Community Interest from 60 Days to Time of Commercial Operation**

Among the refinements made to the program by Resolution E-5028 was a change in timing as to when a project developer is required to demonstrate sufficient community interest. Community interest is met when developers can document a Commitment to Enroll from enough customers to equal 30% of a project's capacity, or 51%, if a non-binding Expression of Interest is signed. These committed customers must live within 10 miles or the same county as the project. The Resolution moved this requirement from 60-days post-award notification to the start of construction.

ForeFront's response to all three IOU ALs notes that the PPA revisions to accomplish this change potentially create another problem for developers as they are still exposed to liability for damages should they fail to demonstrate community interest later in the project. ForeFront claims this requirement could inject additional liability that will likely result in the investment in ECR projects being deemed too risky to enable a developer to procure project financing.

ForeFront requests that the IOUs revise their ECR Riders to provide that failure to collect demonstrated community interest requirement shall, at the developer's option, result in termination of the PPA with no liability on the part of either party for damages and no forfeiture of any collateral or other security. ForeFront further requests that the IOUs revise their ECR Riders to provide that failure to meet the community interest requirement shall, at the developer's option, result in termination of the PPA with no liability on the part of either party for damages and no forfeiture of any collateral or other security.

In their replies, SDG&E and SCE both object to ForeFront's proposal. SDG&E notes that liability for damages resulting from a failure to meet conditions precedent should be borne by the party with which the obligation is in their control. For example, the obligation that SDG&E file an executed

PPA timely for CPUC approval is not in the project's control, and fault would be with SDG&E. Similarly, the project – not SDG&E – has ultimate control over acquiring customer subscriptions prior to the condition precedent deadline (which could be more than two years after the effective date), and therefore it should bear the risk of forfeiting collateral for failing to achieve the obligation. SCE's reply notes that the Community Interest requirement was adopted by the CPUC to ensure that Community Renewables facilities were sited in communities which supported the projects, and that there was sufficient customer interest (and load) to support it.

### **Supplemental Filings**

SDG&E filed AL 3448 E-A on January 24, 2020 and SCE filed AL 4094 E-A on February 19, 2020. These supplemental filings were not protested.

SDG&E's supplemental filing corrects some minor errors to the initial filing and updated Schedule GT and ECR by removing outdated language. The SDG&E supplemental also updated the number of occasions a participating customer can change their subscription percentage from twice to once a year and corrects its ECR Tariff by removing the "number of subscribers" requirement, both in accordance with the Resolution.

Per their reply to ForeFront's response, SCE's supplemental filing also added a condition to the Customer Subscription Provisions of Schedule GTSR-CR to explicitly allow developers the ability to backfill customers due to attrition during the term of their PPA.

### **Disposition**

Staff finds that SDG&E 3448-E and 3448-E-A, SCE 4094-E and 4094-E-A, and PG&E 5673-E comply with Resolution E-5028 OP 4. SDG&E and SCE's ALs satisfy the first two issues raised in ForeFront's response as the proposed tariffs are now clear that renewables developers can backfill for attrition in Community Renewables projects, and Green Tariff subscription terms may be filled during the duration of the project's PPA with the IOU. Staff recommends that PG&E file a supplemental AL which clarifies, as SDG&E and SCE have done, that developers may backfill for attrition.

### **Backfilling for Attrition in the Community Renewables Program**

In accordance with OP 4.d of the Resolution E-5028, through their initial and supplemental filings, SDG&E and SCE have sufficiently modified their tariffs to allow project developers to backfill for attrition after the initial enrollment date.

Staff finds that PG&E's modified tariff language clarifies that developers may backfill for attrition. ED also emphasizes that backfilling for attrition is not dependent on the IOU's overall enrollment in the GTSR program; rather, developers may use customers from the community to backfill for attrition on a per-project basis to ensure that projects remain fully-subscribed. PG&E's tariffs are unambiguous that individual project developers may continue to backfill customers to account for normal attrition in their projects irrespective of the overall IOU's enrollment rate in the 600 MW GTSR program.

### **Green Tariff Subscription Terms**

Staff has reviewed SCE and SDG&E's tariffs and find them to be sufficiently clear, even if not exactly uniform. SDG&E's ECR and GT tariffs already state that the tariffs will remain available to subscribers for a period of 20 years from the date of initial subscription. SCE's Green Tariff does not have any language that would prevent a customer from staying on the program for up to 20 years.

Forefront's response cited a desire to assure uniformity among the utilities and to avoid confusion but did not identify any technical errors or compliance concerns which that necessitate a CPUC order. While statewide uniformity in tariff language is a laudable goal, it is not a requirement.

### **Demonstration of Community Interest**

In its response, ForeFront requests that ECR Riders be modified to provide that the failure of a community renewables project to garner sufficient community interest, "will, at the developer's option, result in termination of the PPA with no liability on the part of either party for damages and no forfeiture of any collateral or other security." Energy Division rejects this request.

SB 43 requires that ECR programs be located close to the source of demand. Accordingly, the Community Interest requirement was adopted by the CPUC to ensure that the communities where CR facilities were sited supported the projects, and that there was sufficient customer interest (and load) to support the project. Relieving developers of liability for damages should they fail to meet this requirement, as ForeFront requests, would, in practice, remove the community interest requirement wholesale. Without consequences, this requirement becomes meaningless.

The CPUC had already explicitly declined to remove the Demonstration of Community Interest requirement in Resolution E-5028. The requirement is a core feature of the original design of the program, and the only requirement which addresses the locational requirement of SB 43. Removing this requirement is far beyond the scope of a Tier 1 implementation Advice Letter. As such, ForeFront's request is denied.

October 30, 2019

**Advice 5673-E**

(Pacific Gas and Electric Company ID U 39 E)

Public Utilities Commission of the State of California

**Subject: Update Green Tariff Shared Renewables Program Tariffs and Power Purchase Agreement Rider in Compliance with Resolution E-5028**

**Purpose:**

Resolution E-5028 was issued on September 30, 2019 approving the extension of, and modifications to, the Investor Owned Utilities' (IOUs') Green Tariff Shared Renewables (GTSR) program. Specifically, the California Public Utilities Commission (CPUC or the Commission) approved some of the proposals made by Pacific Gas and Electric Company (PG&E) in its December 22, 2017 Advice Letter (AL) 3920-G/5206-E. In Ordering Paragraph (OP) 4, the CPUC ordered the IOUs to submit a Tier 1 AL to modify the GTSR program tariffs and the Power Purchase Agreement (PPA) Rider.

**Background**

Decision (D.) 15-01-051 approved the implementation of Senate Bill (SB) 43. SB 43 set a formal requirement for the three large electrical utilities to implement the GTSR Program. The GTSR Program, as implemented by the CPUC, includes both a Green Tariff (GT) and Enhanced Community Renewables (ECR) option. GT allows investor-owned utility customers to purchase energy from a portfolio of solar energy sources under contract with the IOU comprised of a greater share of renewables than is offered in the utility's standard portfolio. ECR allows customers to subscribe to renewable energy from specific newly developed generation projects from which PG&E procures energy.

D.15-01-051 OP 13 required each IOU by no later than December 31, 2017 to submit a Tier 3 Advice Letter or application to make changes to its GTSR program that would either extend it beyond January 1, 2019 (for new customers and/or resources) or terminate it as of that date. If the IOU desires the extended program to have a different structure or materially different capacity, an application must be filed instead of a Tier 3 Advice Letter.

PG&E submitted Advice Letter 3920-G/5206-E on December 22, 2017 in accordance with OP 13 of D.15-01-051, requesting modifications to, and the extension of, PG&E's GTSR program.

On September 30, 2019 the CPUC issued Resolution E-5028, approving the extension of the GTSR program for all utilities and directing various tariff and program modifications to be made, as well as adopting some reporting requirement consolidation requests made by the IOUs.

### **Tariff Revisions**

Pursuant to OP 4 of Resolution E-5028, the PG&E GTSR tariff revisions that follow refer to their respective alphabetical identifier in OP 4.

- a. No tariff changes needed. PG&E's PPA Rider and Amendment to the 2015 PG&E Renewable Auction Mechanism (RAM) Power Purchase Agreement has been updated as reflected in Attachment B. A summary of changes has been included below:
  - Definition for "Demonstration of Community Interest" added
  - Section 12, Section 3.10(a) and 3.10(a)(1) amended to modify residential requirement for ECR projects.
  - Section 27, Seller's satisfaction of its Demonstration of Community Interest added.
  - Attachment 3: Appendix XV: Demonstration of Community Interest Requirement added.
  - Attachment 4: Appendix IV-1 Construction Start Form of Certification amended to reflect Seller's demonstration of completion of its Community Interest Requirements.
  - Attachment 5: Appendix XVI: Subscribed Customer Reporting Form amended to modify residential requirement for ECR projects.
- b. No tariff changes needed. Relevant program documents will be updated to reflect this change.
- c. No tariff changes needed. Relevant program documents will be updated to reflect this change.
- d. No tariff changes needed. Relevant program documents will be updated to reflect this change.
- e. No tariff changes needed.
- f. N/A
- g. N/A
- h. N/A

i. N/A

j. GTSR Tariffs have been updated to reflect this change. Please refer to Attachment

This submittal would not increase any current rate or charge, cause the withdrawal of service, or conflict with any rate schedule or rule.

### **Protests**

Anyone wishing to protest this submittal may do so by letter sent via U.S. mail, facsimile or E-mail, no later than November 19, 2019, which is 20 days after the date of this submittal. Protests must be submitted to:

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

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

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

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

Erik Jacobson  
Director, Regulatory Relations  
c/o Megan Lawson  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code B13U  
P.O. Box 770000  
San Francisco, California 94177

Facsimile: (415) 973-3582  
E-mail: PGETariffs@pge.com

Any person (including individuals, groups, or organizations) may protest or respond to an advice letter (General Order 96-B, Section 7.4). The protest shall contain the following information: specification of the advice letter protested; grounds for the protest; supporting factual information or legal argument; name, telephone number, postal address, and (where appropriate) e-mail address of the protestant; and statement that the protest was

sent to the utility no later than the day on which the protest was submitted to the reviewing Industry Division (General Order 96-B, Section 3.11).

**Effective Date**

PG&E requests that this Tier 1 advice submittal become effective upon date of submittal, which is October 30, 2019.

**Notice**

In accordance with General Order 96-B, Section IV, a copy of this advice letter is being sent electronically and via U.S. mail to parties shown on the attached list 12-01-008, et al. Address changes to the General Order 96-B service list should be directed to PG&E at email address PGETariffs@pge.com. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at Process\_Office@cpuc.ca.gov. Send all electronic approvals to PGETariffs@pge.com. Advice letter submittals can also be accessed electronically at: <http://www.pge.com/tariffs/>.

\_\_\_\_\_/S/

Erik Jacobson  
Director, Regulatory Relations

**Attachments:**

Attachment A: Tariffs  
Attachment B: PG&E Power Purchase Agreement  
Attachment C: Redline Tariffs  
Attachment D: Redline PG&E Power Purchase Agreement

cc: Service List A. 12-01-008, et al.



# ADVICE LETTER SUMMARY

## ENERGY UTILITY



MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Pacific Gas and Electric Company (ID U39E)

Utility type:

- ELC       GAS       WATER  
 PLC       HEAT

Contact Person: Kimberly Loo

Phone #: (415)973-4587

E-mail: PGETariffs@pge.com

E-mail Disposition Notice to: KELM@pge.com

EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas      WATER = Water  
 PLC = Pipeline      HEAT = Heat

(Date Submitted / Received Stamp by CPUC)

Advice Letter (AL) #: 5673-E

Tier Designation: 1

Subject of AL: Update Green Tariff Shared Renewables Program Tariffs and Power Purchase Agreement Rider in Compliance with Resolution E-5028

Keywords (choose from CPUC listing): Compliance

AL Type:  Monthly  Quarterly  Annual  One-Time  Other:

If AL submitted in compliance with a Commission order, indicate relevant Decision/Resolution #: Res. E-5028

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

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

Confidential treatment requested?  Yes  No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement. Name and contact information to request nondisclosure agreement/ access to confidential information:

Resolution required?  Yes  No

Requested effective date: 10/30/19

No. of tariff sheets: 7

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

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

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

Tariff schedules affected: See Attachment 1

Service affected and changes proposed<sup>1</sup>: N/A

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

<sup>1</sup>Discuss in AL if more space is needed.

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

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, CA 94102  
Email: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Name: Erik Jacobson, c/o Megan Lawson  
Title: Director, Regulatory Relations  
Utility Name: Pacific Gas and Electric Company  
Address: 77 Beale Street, Mail Code B13U  
City: San Francisco, CA 94177  
State: California Zip: 94177  
Telephone (xxx) xxx-xxxx: (415)973-2093  
Facsimile (xxx) xxx-xxxx: (415)973-3582  
Email: [PGETariffs@pge.com](mailto:PGETariffs@pge.com)

Name:  
Title:  
Utility Name:  
Address:  
City:  
State: District of Columbia Zip:  
Telephone (xxx) xxx-xxxx:  
Facsimile (xxx) xxx-xxxx:  
Email:

Cal P.U.C. Sheet No.	Title of Sheet	Cancelling Cal P.U.C. Sheet No.
45680-E	ELECTRIC SCHEDULE E-ECR ENHANCED COMMUNITY RENEWABLES PROGRAM Sheet 1	40854-E
45681-E	ELECTRIC SCHEDULE E-ECR ENHANCED COMMUNITY RENEWABLES PROGRAM Sheet 5	41799-E
45682-E	ELECTRIC SCHEDULE E-GT GREEN TARIFF PROGRAM Sheet 1	40858-E
45683-E	ELECTRIC SCHEDULE E-GT GREEN TARIFF PROGRAM Sheet 4	37964-E
45684-E	ELECTRIC SCHEDULE E-GT GREEN TARIFF PROGRAM Sheet 5	37965-E
45685-E	ELECTRIC TABLE OF CONTENTS Sheet 1	45525-E
45686-E	ELECTRIC TABLE OF CONTENTS Sheet 6	43628-E



**ELECTRIC SCHEDULE E-ECR**  
ENHANCED COMMUNITY RENEWABLES PROGRAM

Sheet 1

**APPLICABILITY:** The Enhanced Community Renewables (ECR) program is one of two voluntary rate supplements to the customer's otherwise applicable rate schedule (OAS) offered within the Green Tariff Shared Renewables (GTSR) program. The ECR program allows a customer to choose to receive a bill credit from PG&E reflective of the customer's subscription to an ECR solar facility. Schedule E-ECR is available to a PG&E Bundled-Service customer on a first-come, first-served basis until the date that customer participation under E-GT and the combined nameplate rated generating capacity of all Community Renewables facilities participating on schedule E-ECR reaches the GTSR program cap of 272 MW, which is PG&E's allocated share of the total statewide GTSR program cap of 600 MW. Once the program cap is reached, new customers will be allowed to take service under this schedule only when existing customers become unenrolled and make capacity available within 20 years of a facility's initial enrollment sunset date.

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Each customer must continue to take service under the provisions of their OAS. A customer is not eligible to participate in the Enhanced Community Renewables program if the customer is taking service on either: 1) Transitional Bundled Service under electric Rule 22.1, 2) Schedule S, where the customer's demand is regularly served by a non-PG&E supply, 3) in conjunction with a net metering rate schedule, or 4) non-metered service.

Customers served under this schedule must enter into a Customer Developer Agreement (CDA) with a Developer of an Enhanced Community Renewables facility and consent to the Developer providing select information about the customer's subscription to PG&E on a regular basis in order for PG&E to accurately bill the customer.

**TERRITORY:** This schedule is available to bundled service customers in PG&E's electric service territory.

**RATES:** The customer will be billed for all regular charges applicable under the customer's OAS. Additional charges and credits will be assessed on a per kWh basis according to the rates specified in this schedule, the amount of energy generated at an Enhanced Community Renewables facility, and the portion of that generation in the customer's subscription.

**Solar Charge and Credit:** The cost of renewable generation purchased at the ECR contract price included in the PPA for a specific ECR facility. This charge is always offset to \$0.00 since the PPA requires that the developer allow the ECR contract price for energy related to subscribed capacity to be applied as a credit to the customer.

**Program Charge:** The customer taking service under Schedule E-ECR will pay an amount for program charges. Program charges are set to (1) fund the administration and marketing costs associated with the program, and (2) to ensure that non-participating customers do not fund the program.

(Continued)



**ELECTRIC SCHEDULE E-ECR**  
**ENHANCED COMMUNITY RENEWABLES PROGRAM**

Sheet 5

**ENROLLMENT TERM:**

Service under this schedule shall become effective on the first day of the next calendar month following the date that PG&E successfully processes the enrollment request.

However, service under this Schedule shall not become effective until the first day of the calendar month following the Commercial Operation Date (COD) of the ECR facility to which the customer is subscribed.

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Notwithstanding any provisions of the CDA, there is no minimum service length under this schedule. There is also no termination fee associated with terminating participation in this program. Upon receipt from the Developer of the customer's desired termination in the ECR program, cancellation of the customer's participation in the ECR program will become effective as of the start of the customer's next bill period. However, due to the time required for settlements, as further discussed in the Billing section below, Customers may continue to receive ECR charges and credits on their regular billing statement after they have de-enrolled from the program to reflect kWh that were generated by the ECR Facility and allocated to the customer prior to the effective date of the Customer's de-enrollment.

Service under this schedule shall automatically terminate should the Power Purchase Agreement between PG&E and the ECR Developer for the ECR facility which a customer is subscribed, be terminated or delivery term ends. Service under this schedule shall also automatically terminate should the CDA between the developer and the customer terminate or expire. The Developer is responsible for notifying PG&E of this change. A customer's service under this schedule is portable within PG&E's electric service territory. If in transferring service, a customer closes the existing service agreement served under this schedule and opens a new service agreement in another location within PG&E's service territory, the customer will be considered as having continuously received service under this schedule for the purposes of determining the PCIA vintage to apply to the new service agreement.

Participating customers may continue to receive service under Green Tariff program for a period of up to 20 years from their original subscription date.

(N)  
(N)

(Continued)



**ELECTRIC SCHEDULE E-GT  
GREEN TARIFF PROGRAM**

Sheet 1

**APPLICABILITY:** The Green Tariff (GT) is one of two voluntary rate supplements to the customer's otherwise applicable rate schedule (OAS) offered within the Green Tariff Shared Renewables (GTSR) program. The Green Tariff option allows a customer to choose to purchase renewable electricity in the amount of 50% or 100% of their electric usage. Schedule E-GT is available to a PG&E Bundled-Service customer on a first-come, first-served basis until the date that customer purchases under this schedule and the combined nameplate rated generating capacity of all Enhanced Community Renewables(ECR) facilities participating on schedule E-ECR reaches the GTSR program cap of 272 MW, which is PG&E's allocated share of the total statewide GTSR program cap of 600 MW. Once the program cap is reached, no new customers will be allowed to take service under this schedule, only existing customers will be allowed to continue until the program is terminated.

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Each customer will continue to take service under the provisions of their OAS. A customer is not eligible to participate in the Green Tariff program if the customer is taking service on either: 1) Transitional Bundled Service under electric Rule 22.1, 2) Schedule S, where the customers demand is regularly served by a non-PG&E supply, 3) in conjunction with a net metering rate schedule, or 4) non-metered service.

**TERRITORY:** This schedule is available to bundled service customers in PG&E's electric service territory.

**RATES:** The customer will be billed for all regular charges applicable under the customer's OAS. Additional charges and credits will be determined according to the rates specified in this schedule and applied to enrolled kWh.

**Solar Charge:** The cost of renewable generation purchased to provide service under this voluntary rate option.

**Program Charge:** The customer taking service under Schedule E-GT will pay an amount for program charges. Program charges are set to (1) fund the administration and marketing costs associated with the program, and (2) to ensure that non-participating customers do not fund the program.

**Generation Credit:** The customer taking service on Schedule E-GT will receive a credit equal to the average generation rate for the OAS class of service. The average generation credit is provided to recognize that the customer's energy supply is now being provided by a renewable resource and displaces the charges for the generation portfolio associated with the OAS.

(Continued)



**ELECTRIC SCHEDULE E-GT  
GREEN TARIFF PROGRAM**

Sheet 4

**ENROLLMENT PROVISIONS:**

Customers may elect to purchase 50% or 100% of their energy usage under this schedule.

Customers may elect to change their enrollment level once in a 12 month period (e.g. changing from 50% to 100% and vice versa). Once the GTSR program cap is reached, existing customers may change their enrollment level down only (from 100% to 50%).

(T)  
(T)

The enrollment level for a single service agreement may not exceed the equivalent of 2 MW of load per year. This limitation does not apply to a federal, state, or local government, school or school district, county office of education, the California Community Colleges, the California State University, or the University of California.<sup>1</sup>

A single customer cannot elect an enrollment level that results in the equivalent amount of load served under this schedule to exceed 20% of any single calendar year's total available cumulative nameplate rated generating capacity under the GTSR Program.<sup>2</sup>

45 MW of capacity is reserved for residential customer participation in the GTSR program, and 20 MW is reserved for the City of Davis. PG&E reserves the right to stop offering additional subscriptions under this schedule to non-residential customers if non-residential customer participation in the GTSR program reached the equivalent of 207 MW.

**ENROLLMENT TERM:**

The customer will be placed on the Green Tariff program option on the first day of the next Billing Cycle where the Billing Cycle start date occurs at least five business days after the date of the customer's request. A customer request that is received within five business days of the customer's next Billing Cycle may result in the customer being placed on the Green Tariff Program in the following Billing Cycle.

There is no minimum service length under this schedule. There is also no termination fee associated with terminating participation in this program. Cancellation of the customer's participation in the Green Tariff Program will become effective as of the customer's last closed bill period. The customer is then ineligible to participate in the Green Tariff Program for a period of 12 months from the date of the change.

<sup>1</sup> PU Code 2833(h)

<sup>2</sup> PU Code 2833 (i)

(Continued)



**ELECTRIC SCHEDULE E-GT  
GREEN TARIFF PROGRAM**

Sheet 5

**ENROLLMENT TERM: (Cont'd.)**

Enrollment level changes will apply on the first day of the next Billing Cycle where the Billing Cycle start date occurs at least five business days after the date of the customer's request. A customer request that is received within five business days of the customer's next Billing Cycle may be placed on the Green Tariff Program the following Billing Cycle.

A customer's service under this schedule is considered portable within PG&E's electric service territory. If in transferring service, a customer closes the existing service agreement served under this schedule and opens a new service agreement in another location within PG&E's service territory, the customer will be considered as having continuously received service under this schedule for the purposes of determining the PCIA vintage to apply to the new service agreement.

Participating customers may continue to receive service under Green Tariff program for a period of up to 20 years from their original subscription date.

(N)  
(N)

**OTHER PROGRAMS:**

GTSR Enhanced Community Renewables program: Customers served under this schedule cannot concurrently participate on schedule E-ECR.

**BILLING:**

Monthly bills are calculated in accordance with the customer's OAS and the rates contained herein. The amount billed under the Green Tariff program will appear on the customer's bill as additional charges and credits as described above.

**METERING EQUIPMENT:**

All customers must be metered under their OAS.



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Sheet 1

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Advice 5673-E  
Decision

Issued by  
**Robert S. Kenney**  
Vice President, Regulatory Affairs

Submitted October 30, 2019  
Effective October 30, 2019  
Resolution E-5028



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Advice 5673-E  
October 30, 2019

## **Attachment B**

### **PG&E RAM Power Purchase Agreement**

**REGIONAL RENEWABLE CHOICE PROGRAM RIDER AND AMENDMENT**  
*to the*  
**RENEWABLE AUCTION MECHANISM (RAM) POWER PURCHASE AGREEMENT**  
*between*  
**PACIFIC GAS AND ELECTRIC COMPANY**  
*and*  
**[NAME OF SELLER]**

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

**RECITALS**

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

- A.** PG&E has in place a Renewable Auction Mechanism (“RAM”) Program as established by CPUC Decision 10-12-048, pursuant to which PG&E has conducted multiple solicitations to procure energy from RPS eligible generators via a RAM Power Purchase Agreement (“RAM PPA”), most recently as set forth in Advice Letter 4605-E, as approved by the CPUC via a Disposition Letter dated June 17, 2015.
- B.** The California Public Utilities Commission in D. 16-05-006 ordered the use of the RAM solicitation to procure Enhanced Community Renewables and Enhanced Community Renewables – Environmental Justice projects until the program sunsets on December 31, 2018.
- C.** PG&E has chosen the name of “Regional Renewable Choice” for its own Green Tariff Shared Renewables Enhanced Community Renewables Program.
- D.** Concurrently herewith, PG&E and Seller enter into that certain RAM PPA based on PG&E’s 2015 RAM PPA effective as of June 25, 2015 (as amended from time to time, the “Agreement”), under which, among other things, Seller will sell to PG&E, and PG&E will purchase from Seller, Product upon commencement of the Term, pursuant to PG&E’s RRC Program.
- E.** The Parties seek to modify the Agreement through this Rider and Amendment in order to incorporate provisions directly related to ECR Program.

**AGREEMENT**

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

- I.** PROVISIONS WHICH DO NOT APPLY: the following sections of the Agreement are not available or do not apply to RRC Projects, as that term is defined in Section II.2.2. of this RRC Rider and Amendment:

1. any provisions related to Excess Sale Transactions, as set forth in:
  - 1.1 Cover Sheet of Agreement, Section A, “Excess Sale” transaction type;
  - 1.2 Cover Sheet of Agreement, Section B, the language shown below as stricken: “Contract Capacity: [\_\_\_\_\_] MW *[Provide the maximum capacity to be made available to PG&E pursuant to the transaction, which in the case of an Excess Sale transaction, may be less than the maximum capacity of the Project]*”;
  - 1.3 Cover Sheet of Agreement, Section B(i)(a)(2);
  - 1.4 Section 1.106, “Excess Sale”;
  - 1.5 Section 3.1(b)(ii), Excess Sale;
  - 1.6 Section 3.1(f), Contract Capacity, applicable to Baseload Products, the language shown below as stricken: *[The following bracketed version of Section 3.1(f) “Contract Capacity” applies to all Baseload Products and Excess Sale transactions of As Available Products.]*
2. Sections 1.39 – 1.40, “Compliance Costs” and “Compliance Cost Caps”.
3. Section 3.1(o), Compliance Cost Cap.
4. Section 10.2(c).

**II. ADDITIONS AND AMENDMENTS TO THE AGREEMENT:** the sections listed below are added to or revised **for the purposes of this RRC Rider and Amendment only**.

1. Cover Sheet:

- 1.1 In Section A, for the first boxed choice under the title “Program”, delete “GTSR Program” and replace it with “RRC Program [ECR Program]”
- 1.2 In Section C, Contract Price, delete the introductory sentence in its entirety and replace it with the following: “Subject to Articles Four and Six of this Agreement, the Contract Price for each MWh of Product as measured by Delivered Energy in each Contract Year and the price for Deemed Delivered Energy in each Contact Year shall be as follows:”

2. Article One.

- 2.1 The following revisions are made to existing definitions found in Article One:
  - 1.210 “Project” means all of the Unit(s) and the Site at which the generating facility is located and the other assets, tangible and intangible, that compose the generation facility, including the assets used to connect the Unit(s) to the Interconnection Point, as more particularly described in Appendix XIII~~the Cover Sheet~~.
  - 1.250 “Site” means the location of the Project as described in Appendix XIII~~the Cover Sheet~~.
  - 1.269 “Unit” means the technology used to produce the Products, which are identified in Appendix XIII~~the Cover Sheet~~ for the Transaction entered into under this Agreement.

2.2 The language below is added to the end of Article One:

***“[The following defined terms apply to RRC Projects ONLY:]***

1.277 “Contract Price” means the price in United States dollars (\$U.S.) (unless otherwise provided for) to be paid by Buyer to Seller for the purchase of the Product, as specified in Section 4.1 and the Cover Sheet. ***[Note: This Section 1.277 replaces Section 1.46]***

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

1.279 “Customer-Seller Agreement”, or “CSA”, (also described in the E-ECR Tariff as a “Customer-Developer Agreement” or “CDA”) all means that agreement to be executed between Customer and Seller in order for Customer to Subscribe to Seller’s Facility, which shall be subject to those requirements set forth within Section 3.1(r) of this Agreement. Buyer shall not be a party to the Customer-Seller Agreement.

1.280 “Damage Payment” means ~~/\$20/kW~~ for RRC Projects with Contract Capacity of three (3) MW and under multiplied by the capacity of the Project as reflected in Section B of the Cover Sheet ~~//~~ \$60/kW for As-Available resources or \$90/kW for Baseload resources for RRC Projects with Contract Capacity over three (3) MW multiplied by the capacity of the Project as reflected in Section B of the Cover Sheet. ***[Select bracketed language appropriate for the size of the RRC Project]. [Note: this Section 1.280 replaces Section 1.60.]***

1.281 “Deemed Delivered Energy Price” shall be the same as the Contract Price.

1.282 “Demonstration of Community Interest” has the meaning set forth in Appendix XV.

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

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

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

1.286 “ECR Program” means the Enhanced Community Renewables program implemented per Senate Bill (SB) 43 (Stats. 2013, ch. 413 (Wolk)) and CPUC Decision 15-01-051.

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

1.288 “FTC” means the Federal Trade Commission.

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

1.290 “Minimum Subscription Requirement” has the meaning set forth in Section 6.3.

1.291 “Renewable Energy Credit Market Price” means ten dollars per megawatt hour (\$10/MWh).

1.292 “RRC Project” means a Project that qualifies for PG&E’s Regional Renewable Choice Program, the unique name PG&E has chosen for its CPUC mandated ECR Program.

1.293 “Subscribed Capacity” has the meaning set forth in Section 3.10(b).

1.294 “Subscribed Delivered Energy” means the quotient of Subscribed Capacity divided by Contract Capacity, multiplied by the sum of Deemed Delivered Energy and Delivered Energy recorded by the meter specified in Section 3.6, as applicable, in all hours for the TOD Period being calculated, measured in kWh.

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

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

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

Example:  $Load \times [Contract\ Capacity / Contract\ Quantity] \times 12\ months = Subscription$

1.296 “Subscribed Customer Reporting Form” mean the information required to be provided by Seller to Buyer in accordance with Section 3.10 as set forth in the form provided in Appendix XVI.

1.297 “Unsubscribed Capacity” has the meaning set forth in Section 3.10(c).

1.298 “Unsubscribed Delivered Energy” means the quotient of Unsubscribed Capacity divided by Contract Capacity, multiplied by the sum of Deemed Delivered Energy and Delivered Energy recorded by the meter specified in Section 3.6, as applicable, in all hours for the TOD Period being calculated, measured in kWh.

1.299 “Unsubscribed Energy Price” means the lesser of (a) the DLAP Price plus the Renewable Energy Credit Market Price or (b) the Contract Price times the TOD Factor for the applicable TOD Period, as set forth in Section 4.1(a)(ii).”

3. A new Subsection (a) is added to Section 2.4:

“(a) No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed as creating any relationship whatsoever between Buyer and Seller, including that of partners, coemployment, or joint venture parties.”

4. Section 2.6(b) is deleted in its entirety and replaced as shown below:

“(b) Notwithstanding anything to the contrary in this Agreement, (i) all rights under Section 10.5 (“Indemnities”) and any other indemnity rights shall survive the Satisfaction Date or the end of the Term (whichever is later) for an additional twelve (12) months; (ii) all rights and obligations under Section 10.7 (“Confidentiality”) shall survive the Satisfaction Date or the end of the Term (whichever is later) for an additional two (2) years; (iii) the right of first offer in Section 11.1(b) shall survive the Satisfaction Date for three (3) years.; (iv) the obligations in Section 3.1(r) (“Customer Seller Agreement Required Provisions”) shall survive for an additional three (3) years; and (v) the obligations in Section 3.1(s) (“Green-e® Energy Certification”) shall survive for an additional three (3) years.”

5. Section 3.1(b): The first two sentences are deleted in their entirety and replaced with the following:

“Unless specifically excused by the terms of this Agreement during the Delivery Term, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Product at the Delivery Point, pursuant to Seller’s election in the Cover Sheet of a Full Buy/Sell arrangement as described in paragraph 3.1(b)(i) below. Buyer shall pay Seller the Contract Price or Unsubscribed Energy Price in accordance with the terms of this Agreement.”

6. Section 3.1(c)(i) is deleted in its entirety and replaced with the following:

“(i) Delivery Term and Initial Energy Delivery Date. As used herein, “Delivery Term” shall mean the period of Contract Years specified on the Cover Sheet, beginning on the first date that Buyer accepts delivery of the Product from the Project in connection with this Agreement following Seller’s demonstration of satisfaction of the items listed below in this Section 3.1(c)(i) (“Initial Energy Delivery Date”) and continuing until the end of the tenth, fifteenth, or twentieth Contract Year (as applicable, based on the Cover Sheet election) unless terminated pursuant to the terms of this Agreement; provided that the Expected Initial Energy Delivery Date may be extended pursuant to Section 3.1(c)(ii) further provided that the Initial Energy Delivery Date may only occur on the first calendar day of a month. The Initial Energy Delivery Date shall be the later of the (A) date that the Buyer receives the "Initial Energy Delivery Date Confirmation Letter" attached hereto as Appendix II and (B) the date listed as the Initial Energy Delivery Date on the Initial Energy Delivery Date Confirmation Letter. The Initial Energy Delivery Date shall occur as soon as practicable once all of the following have been satisfied: (I) Seller notifies Buyer that Commercial Operation has occurred; (II) Buyer shall have received and accepted the Delivery Term Security or Term Security, as applicable, in accordance with the relevant provisions of Article Eight of the Agreement, as applicable; (III) Seller shall have obtained the requisite CEC Certification and Verification for the Project and Seller shall have demonstrated submission and approval of documents and information to CRS necessary for the RRC Project to receive an eligibility designation for Buyer’s Green-e® Energy Certification; (IV) all of the applicable Conditions Precedent in Section 2.5(a) have been satisfied or waived in writing; (V) for resources that are already under a contract as of the Execution Date, that existing

contract must have expired by its own terms before the Initial Energy Delivery Date; (VI) Seller shall have demonstrated satisfaction of Seller's other obligations in this Agreement that commence prior to or as of the Delivery Term; (VII) Seller has satisfied all of the requirements of Section 3.1(c)(iii); and (VIII) unless Seller has been directed by Buyer to not participate in the Participating Intermittent Resource program, Buyer shall have received written notice from the CAISO that the Project is certified as a Participating Intermittent Resource to the extent the Participating Intermittent Resource program exists for the Project's technology type at such time as the conditions in subsections (I) through (VII) of this Section 3.1(c)(i) are satisfied.  
***[Subsection (VIII) applicable to solar, wind, or hydro Projects only]***

7. A new Subsection (iii) is added to Section 3.1(c) as follows:

“(iii) Customer Information.

(A) Seller has delivered to Buyer in accordance with Section 3.10(a) the Subscribed Customer Reporting Form for delivery prior to the Commercial Operation Date;

(B) Buyer has confirmed in writing that it has verified, with respect to each Subscribed Customer listed in the Subscribed Customer Reporting Form delivered pursuant to Section 3.1(c)(iii)(A) that: (I) such Customer has enrolled in Buyer's E-ECR Tariff; and (II) the Subscription amount for such Customer (1) does not exceed one hundred twenty percent (120%) of such Customer's forecasted annual load, as such load is reasonably determined by Buyer based on historical usage data, and (2) is projected to be in an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer's load;

(C) Seller has delivered to Buyer an original legal opinion, in form and substance acceptable to Buyer, and addressed to Buyer. The legal opinion shall state that the transactions between the Customers and Seller: either (I) do not involve the offer or sale of “securities” under California or federal law, or, (II) to the extent that such transactions involve the offer or sale of securities under California or federal law, the transactions (1) involve the offer or sale of securities that are registered under federal securities law and exempt from qualification under California securities law, (2) involve the offer or sale of securities that are registered under federal securities law and are qualified under California securities law, (3) involve the offer or sale of securities that are exempt from registration under federal securities law and are qualified under California securities law, or (4) involve the offer or sale of securities that are exempt from registration under federal securities law and exempt from qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to Buyer in its reasonable discretion. The Seller must submit to Buyer an attestation from an officer of Seller that the fact certificate provided by an officer of the Seller to the law firm issuing the legal opinion is true and complete and that Seller's business model with Customers is, and throughout the Delivery Term will be, as described in the legal opinion.

(D) With respect to the legal opinion delivered pursuant to Section 3.1(c)(iii)(C) Seller hereby represents and covenants that:

(I) The lawyer primarily responsible for the issuance of the opinion has, within the last eight (8) years, practiced federal and California securities law as a significant portion of their practice (meaning at least five (5) full-time years), and such experience included registering or qualifying offerings or sales of securities, effecting private placements of securities,

and/or advising issuers or sellers of securities with respect to exemptions from qualification and registration requirements;

(II) The lawyer primarily responsible for issuance of the opinion is licensed to practice law in California and the lawyer's license is active and not under suspension; and

(III) The law firm issuing the opinion carries a minimum of ten million dollars (\$10,000,000.00) in professional liability insurance coverage that includes coverage for securities practice.

8. Section 3.1(p)(ii), Failure to Comply, is deleted in its entirety and replaced with the following:

“(ii) If Seller fails to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order provided in compliance with Section 3.1(p)(i), then, for each MWh of Delivered Energy that the Project generated in contradiction to the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, Seller shall pay Buyer for each such MWh at an amount equal to the sum of (A) + (B) + (C), where: (A) is the amount, if any, paid to Seller by Buyer for delivery of such MWh (for example, the Contract Price adjusted by TOD Factors or Unsubscribed Energy Price, as applicable) and, (B) is the absolute value of the Real-Time Price for the applicable PNode, if such price is negative, for the Buyer Curtailment Period or Curtailment Period and, (C) is any penalties or other charges resulting from Seller's failure to comply with the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order.”

9. Section 3.1(r), Green-e® Certification, is deleted in its entirety and replaced by new Sections 3.1(r) and 3.1(s), which are found in Attachment 1 to this RRC Rider and Amendment.

10. Section 3.9(c)(i) is deleted in its entirety and replaced with the following:

“(i) The Parties agree time is of the essence in regards to the Agreement. As such, Seller shall have demonstrated Commercial Operation per the terms of Appendix IV-2 by the date that is no later than thirty-six (36) months after the Effective Date of this Agreement, except as such date may be extended on a day for day basis for not more than a cumulative six (6) month period for a Permitted Extension (the “Guaranteed Commercial Operation Date”).”

11. Section 3.9(c)(v) is deleted in its entirety and replaced with the following:

“(v) Failure to Meet Guaranteed Commercial Operation Date. Seller shall cause the Project to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date. If the Commercial Operation Date occurs after the Guaranteed Commercial Operation Date after giving effect to Permitted Extensions or Force Majeure, then Buyer shall be entitled to declare an Event of Default and collect a Termination Payment pursuant to Article Five.”

12. A new Section 3.10 is added as shown below:

“3.10 Subscribed Customer Reporting Form.

(a) Seller shall provide Buyer with Subscribed Customer Reporting Form electronically in the format set forth in Appendix XVI (as such Appendix XVI may be modified by the Buyer in its reasonable discretion to reflect updates to its business practices) setting forth, with respect to each of Seller's Customers for the Project, the information required in Appendix

XVI. The Subscribed Customer Reporting Form must be delivered no later than the Commercial Operation Date and, thereafter, ten (10) Business Days after the first day of each calendar month, with respect to the prior calendar month. Seller must meet the following requirements with regard to its Customers:

(1) Seller must provide documentation that one sixth (1/6) of the Subscribed Capacity will come from residential Customers as of the Commercial Operation Date. If Seller does not have enough residential Customers to meet the 1/6 load requirement, Seller shall cease enrolling non-residential Customers until it has enough residential Customers to meet this requirement.

(2) Following the Execution Date, Seller may include Subscribed Customer Reporting Form for Seller's Customers for the Project who are located anywhere in Buyer's then current service territory.

(b) The aggregate Subscription level of all Customers with Subscriptions to the Facility for each month represents the "Subscribed Capacity" for the Facility.

(c) The Contract Capacity less the Subscribed Capacity for each billing month represents the "Unsubscribed Capacity" for the Facility."

13. Section 4.1(a), Contract Price is deleted in its entirety and replaced with the following:

"(a) Contract Price.

(i) Subject to Article Six, the price for Subscribed Delivered Energy is the dollars per MWh set forth on the Cover Sheet (the "Contract Price") multiplied by the TOD Factor for the TOD Period being calculated, as described below in Section 4.4. For the avoidance of doubt, Seller shall not be compensated for any Surplus Delivered Energy.

(ii) Subject to Article Six, the price for Unsubscribed Delivered Energy is the lesser of (A) the DLAP Price plus the Renewable Energy Credit Market Price and (B) the Contract Price multiplied by the TOD Factor for the TOD Period being calculated, as described below in Section 4.4 (the "Unsubscribed Energy Price").

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

(iv) Except as otherwise expressly provided in this Agreement, any calculation involving both Subscribed Delivered Energy and Unsubscribed Delivered Energy will be allocated in proportion to Subscribed Delivered Energy and Unsubscribed Delivered Energy for the relevant calculation period."

14. Section 4.2, TOD Periods is deleted in its entirety and replaced with the following:

"4.2 TOD Periods. The time of delivery periods ("TOD Periods") specified below shall be referenced by the following designations:

Monthly Period	TOD PERIOD		
	1. Peak	2. Mid-Day	3. Night
A. July – Sept.	A1	A2	A3
B. Oct. – Feb.	B1	B2	B3
C. March – June	C1	C2	C3

Monthly Period Definitions. The Monthly Periods are defined as follows:

- A. July – September;
- B. October – February; and
- C. March – June.

TOD Period Definitions. The TOD Periods are defined as follows:

- 1. **Peak** = hours ending 18 - 22 (Pacific Prevailing Time (PPT)) all days in the applicable Monthly Period.
- 2. **Mid-Day** = hours ending 09 - 17 PPT all days in the applicable Monthly Period.
- 3. **Night** = hours ending 23 – 08 PPT all days in the applicable Monthly Period.”

15. Section 4.4(a), the two tables for RPS TOD FACTORS (labeled “Full Capacity Deliverability Status” and “Energy Only Status”) are deleted in their entirety and replaced with the single table shown below:

TOD FACTORS* FOR EACH TOD PERIOD			
Period	1. Peak	2. Mid-Day	3. Night
A. July – September	1.546	0.653	1.222
B. October – February	1.505	0.753	1.299
C. March – June	1.315	0.200	1.016

\* TOD Factors shown are consistent with factors approved in the 2015 RPS Decision: CPUC D. 15-12-025.

16. Section 4.4(b) is deleted in its entirety and replaced with the following:

“(b) Monthly TOD Payment. *[The following bracketed clause is applicable to As Available products only]* [(Except as provided in Section 4.5,)] For each month in each Contract Year, Buyer shall pay Seller for Delivered Energy and Deemed Delivered Energy in each TOD Period (“Monthly TOD Payment”) the amount resulting from (i) multiplying the Contract Price times the TOD Factor for the applicable TOD Period, or Unsubscribed Energy Price, as then applicable under Article Six, times the sum of Delivered Energy (exclusive of Surplus Delivered Energy) for such TOD Period plus (ii) for each hour in the TOD Period, the Deemed Delivered Energy Price applicable to that hour times the TOD Factor for the applicable TOD Period or Unsubscribed Energy Price, as then applicable under Article Six, times the amount of Deemed Delivered Energy for such hour:

RRC Rider and Amendment to 2015 PG&E RAM Power Purchase Agreement

$$\text{Monthly TOD Payment} = \sum_{\text{hour}=1}^n ([\text{Contract Price } \$] \times \text{TOD Factor} \times \text{Delivered Energy MWh}_{\text{hour}}) + ([\text{Deemed Delivered Energy Price}_{\text{hour}} \$] \times \text{TOD Factor} \times \text{Deemed Delivered Energy MWh}_{\text{hour}})$$

**OR, as applicable:**

$$\text{Monthly TOD Payment} = \sum_{\text{hour}=1}^n (\text{Unsubscribed Energy Price } \$ \times \text{Delivered Energy MWh}_{\text{hour}}) + (\text{Unsubscribed Energy Price}_{\text{hour}} \$ \times \text{Deemed Delivered Energy MWh}_{\text{hour}})$$

17. Section 4.4(d) “Applicability of Full Capacity Deliverability Status TOD Factors” does not apply and is deleted in its entirety.

18. Section 4.5(a)(ii) is deleted in its entirety and replaced as shown below (**Please note that the sentence directly below the second equation in the Agreement is associated with Section 4.5(a) and not 4.5(a)(ii) and thus continues to apply.**):

“(ii) for the remainder of such Contract Year:

(A) for every MWh of Excess Delivered Energy, the price paid to Seller shall be the lesser of (I) or (II), where (I) is seventy-five percent (75%) of (1) the Contract Price for such Contract Year times the TOD Factor for the applicable TOD Period or (2) Unsubscribed Energy Price, as then applicable under Article Six, and (II) is the hourly DA Price at the Delivery Point (the “Excess Delivered Energy Price”); and

(B) for every MWh of Excess Deemed Delivered Energy the price paid to Seller shall be the lesser of (I) and (II) where (I) is seventy-five percent (75%) of (1) the Deemed Delivered Energy Price times the TOD Factor for the applicable TOD Period or (2) Unsubscribed Energy Price, as then applicable under Article Six and (II) is the hourly DA Price at the Delivery Point (the “Excess Deemed Delivered Energy Price”).

*Excess Delivered Energy Price<sub>hour</sub> = the lesser of ([75% × Contract Price × TOD Factor] OR DA Price<sub>hour</sub>)*

**OR as applicable:** *Excess Delivered Energy Price<sub>hour</sub> = the lesser of ([75% × Unsubscribed Energy Price] OR DA Price<sub>hour</sub>)*

*Excess Deemed Delivered Energy Price<sub>hour</sub> = the lesser of ([75% × Deemed Delivered Energy Price<sub>hour</sub> × TOD Factor] OR DA Price<sub>hour</sub>)*

**OR as applicable:** *Excess Deemed Delivered Energy Price<sub>hour</sub> = the lesser of ([75% × Unsubscribed Energy Price] OR DA Price<sub>hour</sub>)*”

19. Article Six, Payment is deleted in its entirety and replaced with the new Article Six attached hereto as Attachment 2 to this RRC Rider and Amendment.

20. Sections 8.4(a)(ii) and 8.4(a)(iii) are deleted in their entirety and replaced with the following:

“(ii) Delivery Term Security for RRC Projects with Contract Capacity over three (3) MW pursuant to this Section 8.4(a)(ii) in the amount \$120/kW for As-Available resources or

\$180/kW for Baseload resources multiplied by the capacity of the Project as reflected in Section B of the Cover Sheet from the date required pursuant to Section 3.1(c)(i) as a condition precedent to the Initial Energy Delivery Date until the end of the Term; provided that, with Buyer's consent, Seller may elect to apply the Project Development Security posted pursuant to Section 8.4(a)(i) toward the Delivery Term Security posted pursuant to this Section 8.4(a)(ii).

***[For purposes of Section 8.4(a), RRC Projects 3 MWs or less only need to comply with the following bracketed language.]***

*/(iii) Term Security pursuant to this Section 8.4(a)(iii) in the amount of \$20/kW for RRC Projects with Contract Capacity of three (3) MW and under multiplied by the capacity of the Project as reflected in Section B of the Cover Sheet, within thirty (30) days following the Effective Date of this Agreement until the end of the Term./*

**21.** Section 8.4(c): the bracketed direction at the end of Section 8.4(c) is deleted in its entirety and replaced with: ***“[Section 8.4(c) does not apply to RRC Projects 3 MWs or less.]”***

**22.** Section 10.2(b) Seller Representations and Warranties shall be deleted in its entirety and replaced with the following:

“(b) Seller Representations and Warranties. In addition to the representations, warranties and covenants specified in Section 10.2(a), Seller makes the following additional representations and warranties as of the Execution Date:

(i) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(ii) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(iii) The last sentences in Sections 10.2(b)(i) and 10.2(b)(ii) shall not be applicable to Seller's representations, warranties and covenants in the remaining portions of Sections 10.2(b)(i) and 10.2(b)(ii). If Seller breaches or fails to perform its representations, warranties and covenants under Sections 10.2(b)(i) and 10.2(b)(ii), such breach or failure to perform and satisfy the obligations under such sections shall be considered an Event of Default by Seller.

(iv) Seller has not entered into any other agreement with any party for the sale of Product produced by the Project, other than Customers in accordance with the CSA and with E-ECR Tariff;

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

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

(vii) Seller, and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term: the Subscribed Customer Reporting Form required under Section 3.10 shall be accurate and complete. If Seller becomes aware of incorrect information contained in any current or previously submitted Subscribed Customer Reporting Form, Seller shall provide Buyer with updated Subscribed Customer Reporting Form. Buyer shall not be liable for any action it takes or fails to take based on incorrect information contained in inaccurate or incomplete Subscribed Customer Reporting Form;

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

(ix) Seller has and shall continue to incorporate in each CSA it enters into with Customers the provisions required to be included in the CSA as identified in Sections 3.1(r) and 3.1(s);

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

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

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

23. Section 10.5(a) Indemnity by Seller is deleted in its entirety and replaced with the following:

"(a) Indemnity by Seller.

(i) Seller shall release, indemnify and hold harmless Buyer or Buyers' respective directors, officers, agents, and representatives against and from any and all loss, Claims, actions or suits, including costs and attorney's fees resulting from, or arising out of or in any way connected with (A) the Product delivered under this Agreement to the Delivery Point, or (B) Seller's operation and/or maintenance of the Project, including any loss, Claim, action or suit, for or on account of injury to, bodily or otherwise, or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such loss, Claim, action or suit as may be caused solely by the willful misconduct or gross negligence of Buyer, its Affiliates, or Buyers' and Affiliates' respective agents, employees, directors, or officers.

(ii) Seller shall defend, hold harmless and indemnify Buyer and its parent company, subsidiaries, affiliates, and its and their directors, officers, employees, shareholders, successors, and assigns from any and all damages, losses, or liability (including reasonable attorney's fees) for any and all claims or causes of action arising from or in connection with Seller's Subscribed Customer Reporting Form, subscriptions, bill credits, disputes, violations of Law, misrepresentations made by Seller or Seller's contractors, agents, or representatives, claims relating to securities laws, or Green-e<sup>®</sup> Energy Certification, or loss thereof."

24. Section 10.6(a) General Assignment shall be deleted in its entirety and replaced with the following:

"(a) General Assignment. Except as provided in Sections 10.6 (b) and (c), neither Party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld so long as among other things (i) the assignee assumes all of the transferring Party's payment and performance obligations under this Agreement, (ii) the assignee agrees in writing to be bound by the terms and conditions hereof, (iii) the transferring Party delivers evidence satisfactory to the non-transferring Party of the proposed assignee's technical and financial capability to fulfill the assigning Party's obligations hereunder, (iv) the transferring Party delivers such tax and enforceability assurance as the other Party may reasonably request; and (v) in the case of an assignment by Seller, the assignee assumes the rights and obligations of the Seller under each CSA. Notwithstanding the foregoing and except as provided in Section 10.6(b), consent shall not be required for an assignment of this Agreement where the assigning Party remains subject to liability or obligation under this Agreement, provided that (i) the assignee assumes the assigning Party's payment and performance obligations under this Agreement, (ii) the assignee agrees in writing to be bound by the terms and conditions hereof, and (iii) the assigning Party provides the other Party hereto with at least thirty (30) days' prior written notice of the assignment."

25. Section 10.13 General: a new subsection (a) shall be added to Section 10.13 containing the language shown below:

“(a) Neither a Customer, nor any other third party, shall be a third party beneficiary of this Agreement.”

26. Section 11.1(b)(i) shall be deleted in its entirety and replaced with the following:

“(i) If Buyer exercises its termination right in connection with the Force Majeure Failure, then the Agreement shall terminate without further liability of either Party to the other, effective upon the date set forth in Buyer’s Notice of termination, subject to each Party’s satisfaction of all of the final payment and survival obligations set forth in Sections 2.6(a) and (b). The Parties agree that for a period of three (3) years from the date on which Buyer Notifies Seller of termination due to the Force Majeure Failure (“Exclusivity Period”), neither Seller, its successors and assigns, nor its Affiliates shall enter into an obligation or agreement to sell or otherwise transfer any Products from the Project to any third party, unless Seller first offers, in writing, to sell to Buyer such Products from the Project on the same terms and conditions as this Agreement and at the lesser of the Unsubscribed Energy Price and the Contract Price, subject to permitted modifications identified in subpart (ii) below, (the “First Offer”) and Buyer either accepts or rejects such First Offer in accordance with the provisions herein.”

27. Seller’s satisfaction of its Demonstration of Community Interest must be completed prior to the Construction Start Date. In connection thereto:

(a) Appendix XV, “Demonstration of Community Interest” is added to the Agreement and can be found as Attachment 3 to this RRC Rider and Amendment; and

(b) Appendix IV-I is amended as shown on Attachment 4 to this RRC Rider and Amendment. This appendix is cross-referenced in Section 3.9(a)(vi) of the Agreement.

28. A new Appendix XVI, “Subscribed Customer Reporting Form” is added to the Agreement and can be found as Attachment 5 to this RRC Rider and Amendment. This new appendix is cross referenced in new Section 3.10(a) (see Section 12 of this RRC Rider and Amendment).

**III. MISCELLANEOUS.** This Section III applies to this RRC Rider and Amendment.

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

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

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

4. Successors and Assigns. This RRC Rider and Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
5. Notices. Any written notice required to be given under the terms of this RRC Rider and Amendment shall be given in accordance with the terms of the Agreement.
6. Effective Date. This RRC Rider and Amendment shall be deemed effective as of the Execution Date.
7. Further Agreements. This RRC Rider and Amendment shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
8. Authorized Signatures; Counterparts; Electronic Signatures. This RRC Rider and Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this RRC Rider and Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this RRC Rider and Amendment on behalf of such Party and to bind such Party to this RRC Rider and Amendment. The exchange of copies of this RRC Rider and Amendment and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this RRC Rider and Amendment as to the Parties and may be used in lieu of the original RRC Rider and Amendment for all purposes.

**SIGNATURES**

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**Agreement Execution**

In WITNESS WHEREOF, each Party has caused this RRC Rider and Amendment to be duly executed by its authorized representative as of the dates provided below:

**[SELLER, a (include place of formation and business type)]**

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 1 to RRC Rider and Amendment**

Shown below are new Sections 3.1(r) and 3.1(s) to the Agreement. *[Please refer to Section II.9. of the RRC Rider and Amendment regarding the use of these sections.]*

“(r) Customer Seller Agreement Required Provisions. Seller shall include all of the following provisions in each CSA.

(i) An outline detailing the program structure of the E-ECR Tariff, including the bill credit mechanism and a statement that Buyer is not a party to, or third party beneficiary of, the CSA or the transactions between Seller and Customer, other than as a conduit for bill credits pursuant to Seller’s Subscribed Customer Reporting Form;

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

(iii) Customer acknowledgment of the risks associated with participating in wholesale energy markets;

(iv) Customer acknowledgment that it should not have any expectation of profits in deciding to enter into the CSA;

(v) Customer acknowledgment that it will only receive bill credits to the extent the Project actually generates Energy and Seller provides the correct Subscribed Customer Reporting Form to Buyer as specified in Section 3.10;

(vi) The CSA will automatically terminate upon termination or expiration of this Agreement;

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

(viii) All disputes (including those related to bill credits) will be handled between the Seller and Customer pursuant to the dispute resolution provisions in the CSA;

(ix) Customers must enroll with Buyer’s E-ECR Tariff as a condition to being eligible to receive bill credits;

(x) Customers must un-enroll from Buyer’s E-ECR Tariff if Customer no longer wishes to subscribe to the Project; Customers cannot transfer their Subscriptions to other parties;

(xi) Customers may not subscribe for more than one hundred and twenty percent (120%) of their forecasted annual load, as reasonably determined by Buyer based on historical usage data;

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

(xiii) Seller shall notify Customer in the event of Seller's imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on the Project;

(xiv) Disclosure that the Customer Subscription may be considered a "security" issued by Seller under federal or state law;

(xv) Customer is not guaranteed any energy production from the Project;

(xvi) Information describing Green-e<sup>®</sup> Energy Certification and what requirements Seller is subject to in order to provide Customers with Product qualifying for Green-e<sup>®</sup> Energy Certification;

(xvii) A description of Customer access rights to the Site and the Facility, if any;

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

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

(xx) Seller shall indemnify Customers for claims arising from or related to Seller's construction, operation or financing of the Project, including liens of any type, mortgages, stop notices, and claims for bodily injury, death or property damage or destruction;

(xxi) Seller will provide Buyer with Subscribed Customer Reporting Form related to the Subscribed Capacity, and Seller shall indemnify Buyer for all related claims and billing disputes between Customer and Seller. All bill credits to Customer shall be subject to set-off and counterclaim by Buyer under Seller's power purchase agreement with Buyer;

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

(xxiii) Seller shall notify Customers of any proposed modifications to the Project and provide Customers adequate time to withdraw their Subscription to the Project, subject to any applicable termination provisions in the E-ECR Tariff, due to any such proposed modifications;

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

(xxv) Within sixty (60) days after the Commercial Operation Date, Seller must provide completed Disclosure Documents and a statement that Seller is required by its Green-e<sup>®</sup> Energy Certification to provide updated Disclosure Documents to Customer on an annual basis;

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

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

(xxviii) Seller covenants not to claim the Renewable Energy Credits associated with any Delivered Energy;

(xxix) Seller obligation regarding transfer and chain of custody of Renewable Energy Credits;

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

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

(s) Green-e® Energy Certification.

(i) As of the Effective Date, Seller represents and warrants that (A) the Project is eligible for Green-e® Energy Certification and (B) the WREGIS Certificates associated with the Renewable Energy Credits corresponding to Delivered Energy have not been separately sold, separately marketed or otherwise separately represented by Seller or its Affiliates as renewable energy attributable to the Project other than to Buyer.

(ii) From the Execution Date, and for the duration of the Delivery Term, Seller covenants that it shall, at its sole expense, take all actions, including complying with all applicable registration, attestation, eligibility, auditing, and reporting requirements, and execute all documents or instruments necessary (A) to be eligible for and maintain the Green-e® Energy Certification during the Delivery Term, and (B) to enable Buyer to meet its obligation for an ECR Program with Green-e® Energy Certification during the Delivery Term.

(iii) Seller Compliance with Green-e® Energy Certification Requirements for Marketing and CSAs. Throughout the Term, surviving the expiration of the Agreement as provided in Section 2.6(b), Seller must comply with Green-e® Energy Certification eligibility criteria and requirements in its marketing materials and the CSA. Upon request, Seller must disclose requested information to the Buyer and/or CRS for Green-e® Energy Certification, including but not limited to:

(A) agreeing to provide resources having Green-e® Energy Certification to all Customers;

(B) agreeing to abide by Green-e® Energy Certification requirements and best practices as specified on the CRS website;

(C) ensuring that all marketing of and disclosures relating to the Project is accurate and in compliance with the FTC and the FTC Green Guides, the ECR Program, E-ECR

Tariff and Green-e® Energy Certification requirements, the CPUC's CCA Code of Conduct decision (D.12-12-036), and best practices;

(D) maintaining a webpage with disclosures about the Project, Seller's customer service contact information, and links to both Buyer's RRC webpage and the CRS website;

(E) completed Disclosure Documents to each potential Customer prior to signing CSA with a Customer and in a welcome packet distributed sixty (60) days prior to the Commercial Operation Date and annually thereafter (and in each case with a copy to Buyer), along with a statement that such Disclosure Documents are required by Green-e® Energy, which shall include, without limitation: (I) amount of energy, in kWh, that Customer has been provided from the Project; (II) price per kW or kWh; (III) kW or kWh contracted for (option to also include percentage of Facility's output); (IV) the Term; (V) renewable resource mix; (VI) Facility location; (VII) Seller's contact information; (VIII) disclaimer stating that capacity does not guarantee a certain amount of output and output may vary (if selling in kW); (IX) include an estimated output in kWh for each Customer's Subscription (if selling in kW); (X) include the average kW needed to power a home in the region (if selling in kW); (XI) Seller's customer service contact information; (XII) link to Buyer's CR webpage; (XIII) all terms and conditions of Customer's Subscription; (XIV) statement that these disclosures are required by Green-e® Energy and information about Green-e® Energy Certification and link to the CRS's website: [www.green-e.org/energy](http://www.green-e.org/energy); and

(F) Seller to provide all forms, disclosure and other information to Buyer or its auditors for annual verification and audit.”

**Attachment 2 to RRC Rider and Amendment**

*[Please refer to Section II.19. of the RRC Rider and Amendment regarding the use of this Attachment.]*

**“ARTICLE SIX: PAYMENT**

6.1 Billing and Payment; Remedies. On or about the tenth (10th) day of each month beginning with the second month of either the Test Period or the first Contract Year, whichever occurs first, and every month thereafter, and continuing through and including the first month following the end of the Delivery Term, Seller shall provide to Buyer (a) records of metered data, including CAISO metering and transaction data sufficient to document and verify the generation of Product by the Project for any CAISO settlement time interval during the preceding months, (b) access to any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy or amount of any Reductions; and (c) an invoice, in the format specified by Buyer, indicating the payments associated with the Unsubscribed Delivered Energy and covering the services provided in the preceding month determined in accordance with the applicable provisions of this Agreement. Seller shall continue to provide to Buyer an invoice of CAISO charges, net any sums Buyer owes Seller under this Agreement, on or about the tenth (10th) day of each month until the date of the Final True-Up. Buyer shall pay Seller and credit Seller’s Customers in accordance with this Article Six and in accordance with approved, accurate and undisputed Subscribed Customer Reporting Form for the undisputed amount of such invoices less the amount of any RA Deficiency Amount and the amount of any Forecasting Penalties, as applicable on or before the last Business Day of the second month from which Buyer receives an invoice from Seller. If either the invoice date or payment date is not a Business Day, then such invoice or payment shall be provided on the next following Business Day. During the Test Period, and for twelve (12) months following the Test Period only, Buyer shall provide to Seller a statement of the CAISO Revenues and any true-ups of CAISO Revenues from prior months and Buyer shall forward to Seller the CAISO Revenues from such statement, according to the invoice and payment schedules described in this Section 6.1. Each Party will make payments by electronic funds transfer via automated clearing house, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date will be deemed delinquent and will accrue interest at the 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. Invoices may be sent by facsimile or e-mail. Buyer shall make payment of each undisputed invoice related to the Unsubscribed Capacity directly to Seller. Buyer and Seller acknowledge that payment to Seller under this Agreement of each undisputed invoice related to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the Seller’s Subscribed Customer Reporting Form, and Seller hereby assigns payment for Subscribed Energy to its Customers and any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers. Any amounts owed by Seller under this Agreement, including under Section 4.6, shall not be included in Seller’s Subscribed Customer Reporting Form, but shall be included in amounts payable directly to or from Seller.

6.2 Disputes and Adjustments of Invoices. 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. Subject to Section 3.6, in the event adjustments to payments are required as a result of inaccurate meter(s), Buyer shall use corrected measurements to recompute the amount due from Buyer to Seller for the Product delivered under the Transaction during the period of inaccuracy. The Parties agree to use good faith efforts to resolve the dispute or identify the adjustment as soon as possible. Upon resolution of the dispute or calculation of the adjustment, any required payment or bill credit shall be made within fifteen (15) days of

such resolution along with interest accrued at the Interest Rate from and including the due date, but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment, but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 6.2 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made; provided that, such waiver shall not apply to any adjustment or dispute related to Seller’s performance under any applicable RMR Contract; and provided further that, any disputes with respect to a statement of CAISO Revenues is waived unless Seller notifies Buyer in accordance with this Section 6.2 within one (1) month after the last statement of CAISO Revenues is provided. If an invoice is not rendered within twelve (12) months after the close of the month during which performance under the Transaction occurred, the right to payment for such performance is waived.

6.3 During each month of the Delivery Term, if the quotient of the average billing month Subscribed Capacity divided by the Contract Capacity is greater than the minimum Subscription level required for the corresponding billing month as specified in the table below (“Minimum Subscription Requirement”), then the Monthly TOD Payment related to all Delivered Energy shall be calculated using the Contract Price multiplied by the TOD Factor for the TOD Period being calculated as described in Section 4.4. The payment for the Subscribed Delivered Energy shall be applied as a bill credit to Seller’s Customers and the payment for the Unsubscribed Delivered Energy, net amounts owed, shall be paid to Seller.

<b>MINIMUM SUBSCRIPTION REQUIREMENT</b>	
<b>Years of Operation</b>	<b>Minimum subscription level for purposes of calculating the Minimum Subscription Requirement</b>
First Contract Year	45%
Second Contract Year	70%
Third Contract Year	90%
Remaining Delivery Term	95%

During each month of the Delivery Term, if the quotient of the average billing month Subscribed Capacity divided by the Contract Capacity is less than the applicable Minimum Subscription Requirement, then the payment for Subscribed Delivered Energy shall be calculated using the Contract Price as described in Section 4.4 and shall be applied as a bill credit to Customers, and the payment for Unsubscribed Delivered Energy shall be calculated using the Unsubscribed Energy Price as described in Section 4.4 and shall be paid to Seller.

6.4 Notwithstanding any other provision in this Agreement, Buyer is not obligated to provide a bill credit to any Customer that does not meet the requirements of this Agreement and the E-ECR Tariff or if Buyer determines, in its reasonable discretion, that the information contained in the Subscribed Customer Reporting Form is incorrect. Retroactive changes to Subscribed Customer Reporting Form will not be permitted.”

### **Attachment 3 to RRC Rider and Amendment**

*[Please refer to Section 27 of the RRC Rider and Amendment regarding the use of this Attachment.]*

#### **APPENDIX XV**

##### **Demonstration of Community Interest**

All selected Projects must satisfy the following community interest requirements (the “Demonstration of Community Interest”) prior to the Construction Start Date:

- Documentation that community members have committed to enroll in 30 percent of the project's capacity **or** documentation that community members have provided expressions of interest in the project sufficient to reach 51 percent of the project's capacity
- Note: Municipalities or counties may provide a guaranteed subscription rate to demonstrate community interest. This guarantee is subject to the requirements listed above.
- For the purpose of demonstrating community interest, community members/subscribers must be located within the same municipality or county or within ten miles of the project's address. Community members/subscribers must also meet the other customer eligibility criteria as defined in Electric Schedule E-ECR Tariff.
- Developers must inform customers committing to enroll of an estimated price, when the project is expected to come online and a contract term. An expression of interest does not require disclosure of these elements. For both the commitment to enroll and expression of interest, documentation must be either in the form of a physical signed document, or digital e-signature technology—see PG&E’s Regional Renewable Choice website at [www.pge.com/rfo](http://www.pge.com/rfo).

A complete community interest packet must include the following forms with all completed fields:

1. Summary Form
  - Commitment to Enroll
  - Expression of Interest
2. Supporting Documentation—scanned, signed documents or proof of online equivalent
  - Commitment to Enroll
  - Expression of Interest

**Attachment 4 to RRC Rider and Amendment**

**APPENDIX IV-1**

**CONSTRUCTION START  
FORM OF CERTIFICATION**

\_\_\_\_\_(Date)\_\_\_\_\_

Director Contract Management and Settlements  
Pacific Gas and Electric Company  
77 Beale Street, Mail Code N12E  
San Francisco, CA 94105-1702

Re: Construction Start Date

This certification (“Certification”) of the Construction Start Date is delivered by \_\_\_\_\_ (“Seller”) to Pacific Gas and Electric Company (“Buyer”) in accordance with the terms of that certain Power Purchase Agreement dated \_\_\_\_\_ (“Agreement”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement. Seller hereby certifies and represents to Buyer all of the following:

- a) the EPC Contract related to the Project was executed on \_\_\_\_\_;
- b) [permitting agency name] \_ issued grading permits to the Seller on \_\_\_\_\_; and
- c) the Notice to Proceed was issued on \_\_\_\_\_ (attached), and.
- d) mobilization at the Project Site commenced on \_\_\_\_\_.
- e) Buyer accepted Seller’s demonstration of completion of its Community Interest Requirements on \_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Seller as of the \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Seller)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Position)

[LICENSED PROFESSIONAL ENGINEER]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 5 to RRC Rider and Amendment**

*[Please refer to Section 28 of the RRC Rider and Amendment regarding the use of this Attachment.]*

**APPENDIX XVI  
Subscribed Customer Reporting Form**

Customer Subscription details are to be provided to Buyer on the Commercial Operation Date, and afterwards, on a monthly basis, using the table format shown below. Note that Seller should fill in **EITHER** the “Capacity Subscribed (kW)” column **OR** the “Load Subscribed (kWh)” column, depending upon the business model being employed by Seller pursuant to the CSA.

Name	Service Address/PG&E service account number	Capacity Subscribed (kW)	Load Subscribed (kWh)	Load Served (kW)

Seller hereby certifies that:

- (a) At least one sixth (1/6) of the Subscribed Capacity described in this Reporting Form comes from residential Customers as of the date hereof, or
- (b) until such time as one sixth (1/6) of the Subscribed Capacity described in this Reporting Form comes from residential Customers, Seller shall cease enrolling non-residential Customers.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Seller as of [date].

[Seller]

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Advice 5673-E  
October 30, 2019

## **Attachment C**

### **Redline Tariffs**



**ELECTRIC SCHEDULE E-ECR**  
**ENHANCED COMMUNITY RENEWABLES PROGRAM**

**APPLICABILITY:** The Enhanced Community Renewables (ECR) program is one of two voluntary rate supplements to the customer's otherwise applicable rate schedule (OAS) offered within the Green Tariff Shared Renewables (GTSR) program. The ECR program allows a customer to choose to receive a bill credit from PG&E reflective of the customer's subscription to an ECR solar facility. Schedule E-ECR is available to a PG&E Bundled-Service customer on a first-come, first-served basis until the date that customer participation under E-GT and the combined nameplate rated generating capacity of all Community Renewables facilities participating on schedule E-ECR reaches the GTSR program cap of 272 MW, which is PG&E's allocated share of the total statewide GTSR program cap of 600 MW. Once the program cap is reached new customers will be allowed to take service under this schedule only when existing customers become unenrolled and make capacity available within 20 years of a facility's initial enrollment sunset date.

~~, no new customers will be allowed to take service under this schedule, only existing customers will be allowed to continue until the program is terminated.~~

Each customer must continue to take service under the provisions of their OAS. A customer is not eligible to participate in the Enhanced Community Renewables program if the customer is taking service on either: 1) Transitional Bundled Service under electric Rule 22.1, 2) Schedule S, where the customers demand is regularly served by a non-PG&E supply, 3) in conjunction with a net metering rate schedule, or 4) non-metered service.

Customers served under this schedule must enter into a Customer Developer Agreement (CDA) with a Developer of an Enhanced Community Renewables facility and consent to the Developer providing select information about the customer's subscription to PG&E on a regular basis in order for PG&E to accurately bill the customer.

**TERRITORY:** This schedule is available to bundled service customers in PG&E's electric service territory.

**RATES:** The customer will be billed for all regular charges applicable under the customer's OAS. Additional charges and credits will be assessed on a per kWh basis according to the rates specified in this schedule, the amount of energy generated at an Enhanced Community Renewables facility, and the portion of that generation in the customer's subscription.

**Solar Charge and Credit:** The cost of renewable generation purchased at the ECR contract price included in the PPA for a specific ECR facility. This charge is always offset to \$0.00 since the PPA requires that the developer allow the ECR contract price for energy related to subscribed capacity to be applied as a credit to the customer.

**Program Charge:** The customer taking service under Schedule E-ECR will pay an amount for program charges. Program charges are set to (1) fund the administration and marketing costs associated with the program, and (2) to ensure that non-participating customers do not fund the program.



**ELECTRIC SCHEDULE E-ECR**  
ENHANCED COMMUNITY RENEWABLES PROGRAM

Sheet 5

**ENROLLMENT TERM:**

Service under this schedule shall become effective on the first day of the next calendar month following the date that PG&E successfully processes the enrollment request.

However, service under this Schedule shall not become effective until the first day of the calendar month following the ~~Commercial Operation Date (COD)~~ Commercial Operation Date (COD) of the ECR facility to which the customer is subscribed.

Notwithstanding any provisions of the CDA, there is no minimum service length under this schedule. There is also no termination fee associated with terminating participation in this program. Upon receipt from the Developer of the customer's desired termination in the ECR program, cancellation of the customer's participation in the ECR program will become effective as of the start of the customer's next bill period. However, due to the time required for settlements, as further discussed in the Billing section below, Customers may continue to receive ECR charges and credits on their regular billing statement after they have de-enrolled from the program to reflect kWh that were generated by the ECR Facility and allocated to the customer prior to the effective date of the Customer's de-enrollment.

Service under this schedule shall automatically terminate should the Power Purchase Agreement between PG&E and the ECR Developer for the ECR facility which a customer is subscribed, be terminated or delivery term ends. Service under this schedule shall also automatically terminate should the CDA between the developer and the customer terminate or expire. The Developer is responsible for notifying PG&E of this change. A customer's service under this schedule is portable within PG&E's electric service territory. If in transferring service, a customer closes the existing service agreement served under this schedule and opens a new service agreement in another location within PG&E's service territory, the customer will be considered as having continuously received service under this schedule for the purposes of determining the PCIA vintage to apply to the new service agreement.

Participating customers may continue to receive service under Green Tariff program for a period of up to 20 years from their original subscription date.



**ELECTRIC SCHEDULE E-GT  
GREEN TARIFF PROGRAM**

Sheet 1

**APPLICABILITY:** The Green Tariff (GT) is one of two voluntary rate supplements to the customer's otherwise applicable rate schedule (OAS) offered within the Green Tariff Shared Renewables (GTSR) program. The Green Tariff option allows a customer to choose to purchase renewable electricity in the amount of 50% or 100% of their electric usage. Schedule E-GT is available to a PG&E Bundled-Service customer on a first-come, first-served basis until the date that customer purchases under this schedule and the combined nameplate rated generating capacity of all Enhanced Community Renewables(ECR) facilities participating on schedule E-ECR reaches the GTSR program cap of 272 MW, which is PG&E's allocated share of the total statewide GTSR program cap of 600 MW. Once the program cap is reached, no new customers will be allowed to take service under this schedule, only existing customers will be allowed to continue until the program is terminated.

~~The Green Tariff (GT) is one of two voluntary rate supplements to the customer's otherwise applicable rate schedule (OAS) offered within the Green Tariff Shared Renewables (GTSR) program. The Green Tariff option allows a customer to choose to purchase renewable electricity in the amount of 50% or 100% of their electric usage. Schedule E-GT is available to a PG&E Bundled-Service customer on a first-come, first-served basis until the date that customer purchases under this schedule and the combined nameplate rated generating capacity of all Enhanced Community Renewables(ECR) facilities participating on schedule E-ECR reaches the GTSR program cap of 272 MW, which is PG&E's allocated share of the total statewide GTSR program cap of 600 MW. Once the program cap is reached, no new customers will be allowed to take service under this schedule, only existing customers will be allowed to continue until the program is terminated.~~

Each customer will continue to take service under the provisions of their OAS. A customer is not eligible to participate in the Green Tariff program if the customer is taking service on either: 1) Transitional Bundled Service under electric Rule 22.1, 2) Schedule S, where the customers demand is regularly served by a non-PG&E supply, 3) in conjunction with a net metering rate schedule, or 4) non-metered service.

**TERRITORY:** This schedule is available to bundled service customers in PG&E's electric service territory.

**RATES:** The customer will be billed for all regular charges applicable under the customer's OAS. Additional charges and credits will be determined according to the rates specified in this schedule and applied to enrolled kWh.

**Solar Charge:** The cost of renewable generation purchased to provide service under this voluntary rate option.

**Program Charge:** The customer taking service under Schedule E-GT will pay an amount for program charges. Program charges are set to (1) fund the administration and marketing costs associated with the program, and (2) to ensure that non-participating customers do not fund the program.

**Generation Credit:** The customer taking service on Schedule E-GT will receive a credit equal to the average generation rate for the OAS class of service. The average generation credit is provided to recognize that the



**ELECTRIC SCHEDULE E-GT  
GREEN TARIFF PROGRAM**

Sheet 1

customer's energy supply is now being provided by a renewable resource and displaces the charges for the generation portfolio associated with the OAS.



**ELECTRIC SCHEDULE E-GT  
GREEN TARIFF PROGRAM**

Sheet 4

**ENROLLMENT PROVISIONS:**

Customers may elect to purchase 50% or 100% of their energy usage under this schedule.

Customers may elect to change their enrollment level once in a 12 month period (e.g. changing from 50% to 100% and vice versa). ~~Once~~ the GT ~~SRSR~~ program cap is reached ~~before January 1, 2019~~, existing customers may change their enrollment level down only (from 100% to 50%).

The enrollment level for a single service agreement may not exceed the equivalent of 2 MW of load per year. This limitation does not apply to a federal, state, or local government, school or school district, county office of education, the California Community Colleges, the California State University, or the University of California.<sup>1</sup>

A single customer cannot elect an enrollment level that results in the equivalent amount of load served under this schedule to exceed 20% of any single calendar year's total available cumulative nameplate rated generating capacity under the GTSR Program.<sup>2</sup>

45 MW of capacity is reserved for residential customer participation in the GTSR program, and 20 MW is reserved for the City of Davis. PG&E reserves the right to stop offering additional subscriptions under this schedule to non-residential customers if non-residential customer participation in the GT ~~SRSR~~ program reaches ~~sd~~ the equivalent of ~~207~~207 MW.

**ENROLLMENT TERM:**

The customer will be placed on the Green Tariff program option on the first day of the next Billing Cycle where the Billing Cycle start date occurs at least five business days after the date of the customer's request. A customer request that is received within five business days of the customer's next Billing Cycle may result in the customer being placed on the Green Tariff Program in the following Billing Cycle.

There is no minimum service length under this schedule. There is also no termination fee associated with terminating participation in this program. Cancellation of the customer's participation in the Green Tariff Program will become effective as of the customer's last closed bill period. The customer is then ineligible to participate in the Green Tariff Program for a period of 12 months from the date of the change.

<sup>1</sup> PU Code 2833(h)

<sup>2</sup> PU Code 2833 (i)



**ELECTRIC SCHEDULE E-GT  
GREEN TARIFF PROGRAM**

Sheet 5

**ENROLLMENT  
TERM: (Cont'd.)**

Enrollment level changes will apply on the first day of the next Billing Cycle where the Billing Cycle start date occurs at least five business days after the date of the customer's request. A customer request that is received within five business days of the customer's next Billing Cycle may be placed on the Green Tariff Program the following Billing Cycle.

A customer's service under this schedule is considered portable within PG&E's electric service territory. If in transferring service, a customer closes the existing service agreement served under this schedule and opens a new service agreement in another location within PG&E's service territory, the customer will be considered as having continuously received service under this schedule for the purposes of determining the PCIA vintage to apply to the new service agreement.

Participating customers may continue to receive service under Green Tariff program for a period of up to 20 years from their original subscription date.

**OTHER  
PROGRAMS:**

GTSR Enhanced Community Renewables program: Customers served under this schedule cannot concurrently participate on schedule E-ECR.

**BILLING:**

Monthly bills are calculated in accordance with the customer's OAS and the rates contained herein. The amount billed under the Green Tariff program will appear on the customer's bill as additional charges and credits as described above.

**METERING  
EQUIPMENT:**

All customers must be metered under their OAS.

Advice 5673-E  
October 30, 2019

## **Attachment D**

**Redline PG&E RAM Power Purchase Agreement**

**REGIONAL RENEWABLE CHOICE PROGRAM RIDER AND AMENDMENT**  
*to the*  
**RENEWABLE AUCTION MECHANISM (RAM) POWER PURCHASE AGREEMENT**  
*between*  
**PACIFIC GAS AND ELECTRIC COMPANY**  
*and*  
**[NAME OF SELLER]**

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

**RECITALS**

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

- A.** PG&E has in place a Renewable Auction Mechanism (“RAM”) Program as established by CPUC Decision 10-12-048, pursuant to which PG&E has conducted multiple solicitations to procure energy from RPS eligible generators via a RAM Power Purchase Agreement (“RAM PPA”), most recently as set forth in Advice Letter 4605-E, as approved by the CPUC via a Disposition Letter dated June 17, 2015.
- B.** The California Public Utilities Commission in D. 16-05-006 ordered the use of the RAM solicitation to procure Enhanced Community Renewables and Enhanced Community Renewables – Environmental Justice projects until the program sunsets on December 31, 2018.
- C.** PG&E has chosen the name of “Regional Renewable Choice” for its own Green Tariff Shared Renewables Enhanced Community Renewables Program.
- D.** Concurrently herewith, PG&E and Seller enter into that certain RAM PPA based on PG&E’s 2015 RAM PPA effective as of June 25, 2015 (as amended from time to time, the “Agreement”), under which, among other things, Seller will sell to PG&E, and PG&E will purchase from Seller, Product upon commencement of the Term, pursuant to PG&E’s RRC Program.
- E.** The Parties seek to modify the Agreement through this Rider and Amendment in order to incorporate provisions directly related to ECR Program.

**AGREEMENT**

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

- I.** PROVISIONS WHICH DO NOT APPLY: the following sections of the Agreement are not available or do not apply to RRC Projects, as that term is defined in Section II.2.2. of this RRC Rider and Amendment:

1. any provisions related to Excess Sale Transactions, as set forth in:
  - 1.1 Cover Sheet of Agreement, Section A, “Excess Sale” transaction type;
  - 1.2 Cover Sheet of Agreement, Section B, the language shown below as stricken: “Contract Capacity: [\_\_\_\_\_] MW *[Provide the maximum capacity to be made available to PG&E pursuant to the transaction, which in the case of an Excess Sale transaction, may be less than the maximum capacity of the Project]*”;
  - 1.3 Cover Sheet of Agreement, Section B(i)(a)(2);
  - 1.4 Section 1.106, “Excess Sale”;
  - 1.5 Section 3.1(b)(ii), Excess Sale;
  - 1.6 Section 3.1(f), Contract Capacity, applicable to Baseload Products, the language shown below as stricken: *[The following bracketed version of Section 3.1(f) “Contract Capacity” applies to all Baseload Products and Excess Sale transactions of As Available Products.]*
2. Sections 1.39 – 1.40, “Compliance Costs” and “Compliance Cost Caps”.
3. Section 3.1(o), Compliance Cost Cap.
4. Section 10.2(c).

**II. ADDITIONS AND AMENDMENTS TO THE AGREEMENT: the sections listed below are added to or revised **for the purposes of this RRC Rider and Amendment only.****

**1. Cover Sheet:**

- 1.1 In Section A, for the first boxed choice under the title “Program”, delete “GTSR Program” and replace it with “RRC Program [ECR Program]”
- 1.2 In Section C, Contract Price, delete the introductory sentence in its entirety and replace it with the following: “Subject to Articles Four and Six of this Agreement, the Contract Price for each MWh of Product as measured by Delivered Energy in each Contract Year and the price for Deemed Delivered Energy in each Contact Year shall be as follows:”

**2. Article One.**

- 2.1 The following revisions are made to existing definitions found in Article One:
  - 1.210 “Project” means all of the Unit(s) and the Site at which the generating facility is located and the other assets, tangible and intangible, that compose the generation facility, including the assets used to connect the Unit(s) to the Interconnection Point, as more particularly described in Appendix XIII~~the Cover Sheet~~.
  - 1.250 “Site” means the location of the Project as described in Appendix XIII~~the Cover Sheet~~.
  - 1.269 “Unit” means the technology used to produce the Products, which are identified in Appendix XIII~~the Cover Sheet~~ for the Transaction entered into under this Agreement.

2.2 The language below is added to the end of Article One:

***“[The following defined terms apply to RRC Projects ONLY:]***

1.277 “Contract Price” means the price in United States dollars (\$U.S.) (unless otherwise provided for) to be paid by Buyer to Seller for the purchase of the Product, as specified in Section 4.1 and the Cover Sheet. ***[Note: This Section 1.277 replaces Section 1.46]***

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

1.279 “Customer-Seller Agreement”, or “CSA”, (also described in the E-ECR Tariff as a “Customer-Developer Agreement” or “CDA”) all means that agreement to be executed between Customer and Seller in order for Customer to Subscribe to Seller’s Facility, which shall be subject to those requirements set forth within Section 3.1(r) of this Agreement. Buyer shall not be a party to the Customer-Seller Agreement.

1.280 “Damage Payment” means ~~/\$20/kW~~ for RRC Projects with Contract Capacity of three (3) MW and under multiplied by the capacity of the Project as reflected in Section B of the Cover Sheet ~~//~~ \$60/kW for As-Available resources or \$90/kW for Baseload resources for RRC Projects with Contract Capacity over three (3) MW multiplied by the capacity of the Project as reflected in Section B of the Cover Sheet. ***[Select bracketed language appropriate for the size of the RRC Project]. [Note: this Section 1.280 replaces Section 1.60.]***

1.281 “Deemed Delivered Energy Price” shall be the same as the Contract Price.

~~1.282~~—1.282 “Demonstration of Community Interest” has the meaning set forth in Appendix XV.

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

~~1.283~~284 “Default Load Aggregation Point Price” or “DLAP Price” means the hourly Integrated Forward Market Default Load Aggregation Point Locational Marginal Price in \$/MWh as determined by the CAISO for the Buyer’s applicable CAISO Transmission Access Charge Area.

~~1.284~~285 “Disclosure Documents” means those disclosure documents required by Green-e® Energy to be provided by Seller to Customers and potential Customers, as they may be amended, supplemented or replaced from time to time, as set forth on the Green-e Energy© website at [http://green-e.org/verif\\_docs.html](http://green-e.org/verif_docs.html) or any successor webpage.

~~1.285~~286 “ECR Program” means the Enhanced Community Renewables program implemented per Senate Bill (SB) 43 (Stats. 2013, ch. 413 (Wolk)) and CPUC Decision 15-01-051.

~~1.286~~287 “E-ECR Tariff” means that tariff available to customers of Buyer, between Buyer and customer, such that customers may become a Customer of Seller’s Facility.

~~1.287~~288 “FTC” means the Federal Trade Commission.

1.288289 “FTC Green Guides” means those guiding documents published on the FTC website intended to provide guidance on (a) general principles applicable to environmental marketing claims, (b) how consumers are likely to interpret particular claims and how marketers can substantiate these claims, and (c) how marketers can qualify their claims to avoid deceiving customers.

1.289290 “Minimum Subscription Requirement” has the meaning set forth in Section 6.3.

1.290291 “Renewable Energy Credit Market Price” means ten dollars per megawatt hour (\$10/MWh).

1.291292 “RRC Project” means a Project that qualifies for PG&E’s Regional Renewable Choice Program, the unique name PG&E has chosen for its CPUC mandated ECR Program.

1.292293 “Subscribed Capacity” has the meaning set forth in Section 3.10(b).

1.293294 “Subscribed Delivered Energy” means the quotient of Subscribed Capacity divided by Contract Capacity, multiplied by the sum of Deemed Delivered Energy and Delivered Energy recorded by the meter specified in Section 3.6, as applicable, in all hours for the TOD Period being calculated, measured in kWh.

1.294295 “Subscription”, “Subscribe”, “Subscribed” and other grammatical variations thereof means:

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

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

Example:  $Load \times [Contract\ Capacity / Contract\ Quantity] \times 12\ months = Subscription$

~~1.295 “Subscription Information and Bill Credit Instructions”~~ 1.296 “Subscribed Customer Reporting Form” mean the information required to be provided by Seller to Buyer in accordance with Section 3.10 as set forth in the form provided in Appendix XXVI.

1.296297 “Unsubscribed Capacity” has the meaning set forth in Section 3.10(c).

1.297298 “Unsubscribed Delivered Energy” means the quotient of Unsubscribed Capacity divided by Contract Capacity, multiplied by the sum of Deemed Delivered Energy and Delivered Energy recorded by the meter specified in Section 3.6, as applicable, in all hours for the TOD Period being calculated, measured in kWh.

1.298299 “Unsubscribed Energy Price” means the lesser of (a) the DLAP Price plus the Renewable Energy Credit Market Price or (b) the Contract Price times the TOD Factor for the applicable TOD Period, as set forth in Section 4.1(a)(ii).”

3. A new Subsection (a) is added to Section 2.4:

“(a) No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed as creating any relationship whatsoever between Buyer and Seller, including that of partners, coemployment, or joint venture parties.”

4. Section 2.6(b) is deleted in its entirety and replaced as shown below:

“(b) Notwithstanding anything to the contrary in this Agreement, (i) all rights under Section 10.5 (“Indemnities”) and any other indemnity rights shall survive the Satisfaction Date or the end of the Term (whichever is later) for an additional twelve (12) months; (ii) all rights and obligations under Section 10.7 (“Confidentiality”) shall survive the Satisfaction Date or the end of the Term (whichever is later) for an additional two (2) years; (iii) the right of first offer in Section 11.1(b) shall survive the Satisfaction Date for three (3) years.; (iv) the obligations in Section 3.1(r) (“Customer Seller Agreement Required Provisions”) shall survive for an additional three (3) years; and (v) the obligations in Section 3.1(s) (“Green-e® Energy Certification”) shall survive for an additional three (3) years.”

5. Section 3.1(b): The first two sentences are deleted in their entirety and replaced with the following:

“Unless specifically excused by the terms of this Agreement during the Delivery Term, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Product at the Delivery Point, pursuant to Seller’s election in the Cover Sheet of a Full Buy/Sell arrangement as described in paragraph 3.1(b)(i) below. Buyer shall pay Seller the Contract Price or Unsubscribed Energy Price in accordance with the terms of this Agreement.”

6. Section 3.1(c)(i) is deleted in its entirety and replaced with the following:

“(i) Delivery Term and Initial Energy Delivery Date. As used herein, “Delivery Term” shall mean the period of Contract Years specified on the Cover Sheet, beginning on the first date that Buyer accepts delivery of the Product from the Project in connection with this Agreement following Seller’s demonstration of satisfaction of the items listed below in this Section 3.1(c)(i) (“Initial Energy Delivery Date”) and continuing until the end of the tenth, fifteenth, or twentieth Contract Year (as applicable, based on the Cover Sheet election) unless terminated pursuant to the terms of this Agreement; provided that the Expected Initial Energy Delivery Date may be extended pursuant to Section 3.1(c)(ii) further provided that the Initial Energy Delivery Date may only occur on the first calendar day of a month. The Initial Energy Delivery Date shall be the later of the (A) date that the Buyer receives the "Initial Energy Delivery Date Confirmation Letter" attached hereto as Appendix II and (B) the date listed as the Initial Energy Delivery Date on the Initial Energy Delivery Date Confirmation Letter. The Initial Energy Delivery Date shall occur as soon as practicable once all of the following have been satisfied: (I) Seller notifies Buyer that Commercial Operation has occurred; (II) Buyer shall have received and accepted the Delivery Term Security or Term Security, as applicable, in accordance with the relevant provisions of Article Eight of the Agreement, as applicable; (III) Seller shall have obtained the requisite CEC Certification and Verification for the Project and Seller shall have demonstrated submission and approval of documents and information to CRS necessary for the RRC Project to receive an eligibility designation for Buyer’s Green-e® Energy Certification; (IV) all of the applicable Conditions Precedent in Section 2.5(a) have been satisfied or waived in writing; (V) for resources that are already under a contract as of the Execution Date, that existing

contract must have expired by its own terms before the Initial Energy Delivery Date; (VI) Seller shall have demonstrated satisfaction of Seller's other obligations in this Agreement that commence prior to or as of the Delivery Term; (VII) Seller has satisfied all of the requirements of Section 3.1(c)(iii); and (VIII) unless Seller has been directed by Buyer to not participate in the Participating Intermittent Resource program, Buyer shall have received written notice from the CAISO that the Project is certified as a Participating Intermittent Resource to the extent the Participating Intermittent Resource program exists for the Project's technology type at such time as the conditions in subsections (I) through (VII) of this Section 3.1(c)(i) are satisfied.  
***[Subsection (VIII) applicable to solar, wind, or hydro Projects only]***

7. A new Subsection (iii) is added to Section 3.1(c) as follows:

“(iii) Customer Information.

(A) Seller has delivered to Buyer in accordance with Section 3.10(a) the ~~Subscription Information and Bill Credit Instructions~~Subscribed Customer Reporting Form for delivery prior to the Commercial Operation Date;

(B) Buyer has confirmed in writing that it has verified, with respect to each Subscribed Customer listed in the ~~Subscription Information and Bill Credit Instructions~~Subscribed Customer Reporting Form delivered pursuant to Section 3.1(c)(iii)(A) that: (I) such Customer has enrolled in Buyer's E-ECR Tariff; and (II) the Subscription amount for such Customer (1) does not exceed one hundred twenty percent (120%) of such Customer's forecasted annual load, as such load is reasonably determined by Buyer based on historical usage data, and (2) is projected to be in an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer's load;

(C) Seller has delivered to Buyer an original legal opinion, in form and substance acceptable to Buyer, and addressed to Buyer. The legal opinion shall state that the transactions between the Customers and Seller: either (I) do not involve the offer or sale of “securities” under California or federal law, or, (II) to the extent that such transactions involve the offer or sale of securities under California or federal law, the transactions (1) involve the offer or sale of securities that are registered under federal securities law and exempt from qualification under California securities law, (2) involve the offer or sale of securities that are registered under federal securities law and are qualified under California securities law, (3) involve the offer or sale of securities that are exempt from registration under federal securities law and are qualified under California securities law, or (4) involve the offer or sale of securities that are exempt from registration under federal securities law and exempt from qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to Buyer in its reasonable discretion. The Seller must submit to Buyer an attestation from an officer of Seller that the fact certificate provided by an officer of the Seller to the law firm issuing the legal opinion is true and complete and that Seller's business model with Customers is, and throughout the Delivery Term will be, as described in the legal opinion.

(D) With respect to the legal opinion delivered pursuant to Section 3.1(c)(iii)(C) Seller hereby represents and covenants that:

(I) The lawyer primarily responsible for the issuance of the opinion has, within the last eight (8) years, practiced federal and California securities law as a significant portion of their practice (meaning at least five (5) full-time years), and such experience included

registering or qualifying offerings or sales of securities, effecting private placements of securities, and/or advising issuers or sellers of securities with respect to exemptions from qualification and registration requirements;

(II) The lawyer primarily responsible for issuance of the opinion is licensed to practice law in California and the lawyer's license is active and not under suspension; and

(III) The law firm issuing the opinion carries a minimum of ten million dollars (\$10,000,000.00) in professional liability insurance coverage that includes coverage for securities practice.

8. Section 3.1(p)(ii), Failure to Comply, is deleted in its entirety and replaced with the following:

“(ii) If Seller fails to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order provided in compliance with Section 3.1(p)(i), then, for each MWh of Delivered Energy that the Project generated in contradiction to the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, Seller shall pay Buyer for each such MWh at an amount equal to the sum of (A) + (B) + (C), where: (A) is the amount, if any, paid to Seller by Buyer for delivery of such MWh (for example, the Contract Price adjusted by TOD Factors or Unsubscribed Energy Price, as applicable) and, (B) is the absolute value of the Real-Time Price for the applicable PNode, if such price is negative, for the Buyer Curtailment Period or Curtailment Period and, (C) is any penalties or other charges resulting from Seller's failure to comply with the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order.”

9. Section 3.1(r), Green-e® Certification, is deleted in its entirety and replaced by new Sections 3.1(r) and 3.1(s), which are found in Attachment 1 to this RRC Rider and Amendment.

10. Section 3.9(c)(i) is deleted in its entirety and replaced with the following:

“(i) The Parties agree time is of the essence in regards to the Agreement. As such, Seller shall have demonstrated Commercial Operation per the terms of Appendix IV-2 by the date that is no later than thirty-six (36) months after the Effective Date of this Agreement, except as such date may be extended on a day for day basis for not more than a cumulative six (6) month period for a Permitted Extension (the “Guaranteed Commercial Operation Date”).”

11. Section 3.9(c)(v) is deleted in its entirety and replaced with the following:

“(v) Failure to Meet Guaranteed Commercial Operation Date. Seller shall cause the Project to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date. If the Commercial Operation Date occurs after the Guaranteed Commercial Operation Date after giving effect to Permitted Extensions or Force Majeure, then Buyer shall be entitled to declare an Event of Default and collect a Termination Payment pursuant to Article Five.”

12. A new Section 3.10 is added as shown below:

“3.10 ~~Subscription Information and Bill Credit Instructions~~. Subscribed Customer Reporting Form.

(a) Seller shall provide Buyer with ~~Subscription Information and Bill Credit Instructions~~ Subscribed Customer Reporting Form electronically in the format set forth in

Appendix ~~XXVI~~ (as such Appendix ~~XXVI~~ may be modified by the Buyer in its reasonable discretion to reflect updates to its business practices) setting forth, with respect to each of Seller's Customers for the Project, the information required in Appendix ~~XXVI~~. The Subscription Information and Bill Credit InstructionsSubscribed Customer Reporting Form must be delivered no later than ~~sixty (60) days prior to~~ the Commercial Operation Date and, thereafter, ten (10) Business Days after the first day of each calendar month, with respect to the prior calendar month. Seller must meet the following requirements with regard to its Customers:

(1) Seller must provide documentation that one sixth (1/6) of the Subscribed Capacity will come from residential Customers as of the Commercial Operation Date. If Seller does not have enough residential Customers to meet the 1/6 load requirement, Seller shall cease enrolling non-residential Customers until it has enough residential Customers to meet this requirement.

(2) Following the Execution Date, Seller may include Subscription Information and Bill Credit InstructionsSubscribed Customer Reporting Form for Seller's Customers for the Project who are located anywhere in Buyer's then current service territory.

(b) The aggregate Subscription level of all Customers with Subscriptions to the Facility for each month represents the "Subscribed Capacity" for the Facility.

(c) The Contract Capacity less the Subscribed Capacity for each billing month represents the "Unsubscribed Capacity" for the Facility."

13. Section 4.1(a), Contract Price is deleted in its entirety and replaced with the following:

“(a) Contract Price.

(i) Subject to Article Six, the price for Subscribed Delivered Energy is the dollars per MWh set forth on the Cover Sheet (the "Contract Price") multiplied by the TOD Factor for the TOD Period being calculated, as described below in Section 4.4. For the avoidance of doubt, Seller shall not be compensated for any Surplus Delivered Energy.

(ii) Subject to Article Six, the price for Unsubscribed Delivered Energy is the lesser of (A) the DLAP Price plus the Renewable Energy Credit Market Price and (B) the Contract Price multiplied by the TOD Factor for the TOD Period being calculated, as described below in Section 4.4 (the "Unsubscribed Energy Price").

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

(iv) Except as otherwise expressly provided in this Agreement, any calculation involving both Subscribed Delivered Energy and Unsubscribed Delivered Energy will be allocated in proportion to Subscribed Delivered Energy and Unsubscribed Delivered Energy for the relevant calculation period."

14. Section 4.2, TOD Periods is deleted in its entirety and replaced with the following:

“4.2 TOD Periods. The time of delivery periods (“TOD Periods”) specified below shall be referenced by the following designations:

Monthly Period	TOD PERIOD		
	1. Peak	2. Mid-Day	3. Night
A. July – Sept.	A1	A2	A3
B. Oct. – Feb.	B1	B2	B3
C. March – June	C1	C2	C3

Monthly Period Definitions. The Monthly Periods are defined as follows:

- A. July – September;
- B. October – February; and
- C. March – June.

TOD Period Definitions. The TOD Periods are defined as follows:

- 1. **Peak** = hours ending 18 - 22 (Pacific Prevailing Time (PPT)) all days in the applicable Monthly Period.
- 2. **Mid-Day** = hours ending 09 - 17 PPT all days in the applicable Monthly Period.
- 3. **Night** = hours ending 23 – 08 PPT all days in the applicable Monthly Period.”

15. Section 4.4(a), the two tables for RPS TOD FACTORS (labeled “Full Capacity Deliverability Status” and “Energy Only Status”) are deleted in their entirety and replaced with the single table shown below:

TOD FACTORS* FOR EACH TOD PERIOD			
Period	1. Peak	2. Mid-Day	3. Night
A. July – September	1.546	0.653	1.222
B. October – February	1.505	0.753	1.299
C. March – June	1.315	0.200	1.016

\* TOD Factors shown are consistent with factors approved in the 2015 RPS Decision: CPUC D. 15-12-025.

16. Section 4.4(b) is deleted in its entirety and replaced with the following:

“(b) Monthly TOD Payment. *[The following bracketed clause is applicable to As Available products only]* [(Except as provided in Section 4.5,)] For each month in each Contract Year, Buyer shall pay Seller for Delivered Energy and Deemed Delivered Energy in each TOD Period (“Monthly TOD Payment”) the amount resulting from (i) multiplying the Contract Price times the TOD Factor for the applicable TOD Period, or Unsubscribed Energy Price, as then applicable under Article Six, times the sum of Delivered Energy (exclusive of Surplus Delivered Energy) for such TOD Period plus (ii) for each hour in the TOD Period, the Deemed Delivered

Energy Price applicable to that hour times the TOD Factor for the applicable TOD Period or Unsubscribed Energy Price, as then applicable under Article Six, times the amount of Deemed Delivered Energy for such hour:

$$\text{Monthly TOD Payment} = \sum_{\text{hour}=1}^n ([\text{Contract Price } \$] \times \text{TOD Factor} \times \text{Delivered Energy } \text{MWh}_{\text{hour}}) + ([\text{Deemed Delivered Energy Price}_{\text{hour}} \$] \times \text{TOD Factor} \times \text{Deemed Delivered Energy } \text{MWh}_{\text{hour}})$$

**OR, as applicable:**

$$\text{Monthly TOD Payment} = \sum_{\text{hour}=1}^n (\text{Unsubscribed Energy Price } \$ \times \text{Delivered Energy } \text{MWh}_{\text{hour}}) + (\text{Unsubscribed Energy Price}_{\text{hour}} \$ \times \text{Deemed Delivered Energy } \text{MWh}_{\text{hour}}) ”$$

17. Section 4.4(d) “Applicability of Full Capacity Deliverability Status TOD Factors” does not apply and is deleted in its entirety.

18. Section 4.5(a)(ii) is deleted in its entirety and replaced as shown below (**Please note that the sentence directly below the second equation in the Agreement is associated with Section 4.5(a) and not 4.5(a)(ii) and thus continues to apply.**):

“(ii) for the remainder of such Contract Year:

(A) for every MWh of Excess Delivered Energy, the price paid to Seller shall be the lesser of (I) or (II), where (I) is seventy-five percent (75%) of (1) the Contract Price for such Contract Year times the TOD Factor for the applicable TOD Period or (2) Unsubscribed Energy Price, as then applicable under Article Six, and (II) is the hourly DA Price at the Delivery Point (the “Excess Delivered Energy Price”); and

(B) for every MWh of Excess Deemed Delivered Energy the price paid to Seller shall be the lesser of (I) and (II) where (I) is seventy-five percent (75%) of (1) the Deemed Delivered Energy Price times the TOD Factor for the applicable TOD Period or (2) Unsubscribed Energy Price, as then applicable under Article Six and (II) is the hourly DA Price at the Delivery Point (the “Excess Deemed Delivered Energy Price”).

*Excess Delivered Energy Price<sub>hour</sub> = the lesser of ([75% × Contract Price x TOD Factor] OR DA Price<sub>hour</sub>)*

**OR as applicable:** *Excess Delivered Energy Price<sub>hour</sub> = the lesser of ([75% × Unsubscribed Energy Price] OR DA Price<sub>hour</sub>)*

*Excess Deemed Delivered Energy Price<sub>hour</sub> = the lesser of ([75% × Deemed Delivered Energy Price<sub>hour</sub> × TOD Factor] OR DA Price<sub>hour</sub>)*

**OR as applicable:** *Excess Deemed Delivered Energy Price<sub>hour</sub> = the lesser of ([75% × Unsubscribed Energy Price] OR DA Price<sub>hour</sub>) ”*

19. Article Six, Payment is deleted in its entirety and replaced with the new Article Six attached hereto as Attachment 2 to this RRC Rider and Amendment.

20. Sections 8.4(a)(ii) and 8.4(a)(iii) are deleted in their entirety and replaced with the following:

“(ii) Delivery Term Security for RRC Projects with Contract Capacity over three (3) MW pursuant to this Section 8.4(a)(ii) in the amount \$120/kW for As-Available resources or \$180/kW for Baseload resources multiplied by the capacity of the Project as reflected in Section B of the Cover Sheet from the date required pursuant to Section 3.1(c)(i) as a condition precedent to the Initial Energy Delivery Date until the end of the Term; provided that, with Buyer’s consent, Seller may elect to apply the Project Development Security posted pursuant to Section 8.4(a)(i) toward the Delivery Term Security posted pursuant to this Section 8.4(a)(ii).

***[For purposes of Section 8.4(a), RRC Projects 3 MWs or less only need to comply with the following bracketed language.]***

*[(iii) Term Security pursuant to this Section 8.4(a)(iii) in the amount of \$20/kW for RRC Projects with Contract Capacity of three (3) MW and under multiplied by the capacity of the Project as reflected in Section B of the Cover Sheet, within thirty (30) days following the Effective Date of this Agreement until the end of the Term.]*”

21. Section 8.4(c): the bracketed direction at the end of Section 8.4(c) is deleted in its entirety and replaced with: “***[Section 8.4(c) does not apply to RRC Projects 3 MWs or less.]***”

22. Section 10.2(b) Seller Representations and Warranties shall be deleted in its entirety and replaced with the following:

“(b) Seller Representations and Warranties. In addition to the representations, warranties and covenants specified in Section 10.2(a), Seller makes the following additional representations and warranties as of the Execution Date:

(i) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(ii) Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

(iii) The last sentences in Sections 10.2(b)(i) and 10.2(b)(ii) shall not be applicable to Seller’s representations, warranties and covenants in the remaining portions of Sections 10.2(b)(i) and 10.2(b)(ii). If Seller breaches or fails to perform its representations, warranties and covenants under Sections 10.2(b)(i) and 10.2(b)(ii), such breach or failure to

perform and satisfy the obligations under such sections shall be considered an Event of Default by Seller.

(iv) Seller has not entered into any other agreement with any party for the sale of Product produced by the Project, other than Customers in accordance with the CSA and with E-ECR Tariff;

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

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

(vii) Seller, and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term: the ~~Subscription Information and Bill Credit Instructions~~ Subscribed Customer Reporting Form required under Section 3.10 shall be accurate and complete. If Seller becomes aware of incorrect information contained in any current or previously submitted ~~Subscription Information and Bill Credit Instructions~~ Subscribed Customer Reporting Form, Seller shall provide Buyer with updated ~~Subscription Information and Bill Credit Instructions~~ Subscribed Customer Reporting Form. Buyer shall not be liable for any action it takes or fails to take based on incorrect information contained in inaccurate or incomplete ~~Subscription Information and Bill Credit Instructions~~ Subscribed Customer Reporting Form;

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

(ix) Seller has and shall continue to incorporate in each CSA it enters into with Customers the provisions required to be included in the CSA as identified in Sections 3.1(r) and 3.1(s);

(x) Seller shall not use Buyer's corporate name, trademark, trade name, logo, identity or any affiliation for any reason, without Buyer's prior written consent;

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

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

23. Section 10.5(a) Indemnity by Seller is deleted in its entirety and replaced with the following:

“(a) Indemnity by Seller.

(i) Seller shall release, indemnify and hold harmless Buyer or Buyers' respective directors, officers, agents, and representatives against and from any and all loss, Claims, actions or suits, including costs and attorney's fees resulting from, or arising out of or in any way connected with (A) the Product delivered under this Agreement to the Delivery Point, or (B) Seller's operation and/or maintenance of the Project, including any loss, Claim, action or suit, for or on account of injury to, bodily or otherwise, or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such loss, Claim, action or suit as may be caused solely by the willful misconduct or gross negligence of Buyer, its Affiliates, or Buyers' and Affiliates' respective agents, employees, directors, or officers.

(ii) Seller shall defend, hold harmless and indemnify Buyer and its parent company, subsidiaries, affiliates, and its and their directors, officers, employees, shareholders, successors, and assigns from any and all damages, losses, or liability (including reasonable attorney's fees) for any and all claims or causes of action arising from or in connection with Seller's ~~Subscription Information and Bill Credit Instructions~~ Subscribed Customer Reporting Form, subscriptions, bill credits, disputes, violations of Law, misrepresentations made by Seller or Seller's contractors, agents, or representatives, claims relating to securities laws, or Green-e® Certification, or loss thereof.”

24. Section 10.6(a) General Assignment shall be deleted in its entirety and replaced with the following:

“(a) General Assignment. Except as provided in Sections 10.6 (b) and (c), neither Party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld so long as among other things (i) the assignee assumes all of the transferring Party's payment and performance obligations under this Agreement, (ii) the assignee agrees in writing to be bound by the terms and conditions hereof, (iii) the transferring Party delivers evidence satisfactory to the non-transferring Party of the proposed assignee's technical and financial capability to fulfill the assigning Party's obligations hereunder, (iv) the transferring Party delivers such tax and enforceability assurance as the other Party may reasonably request; and (v) in the case of an assignment by Seller, the assignee assumes the rights and obligations of the Seller under each CSA. Notwithstanding the foregoing and except as provided in Section 10.6(b), consent shall not be required for an assignment of this Agreement where the assigning Party remains subject to liability or obligation under this Agreement, provided that (i) the assignee assumes the assigning

Party's payment and performance obligations under this Agreement, (ii) the assignee agrees in writing to be bound by the terms and conditions hereof, and (iii) the assigning Party provides the other Party hereto with at least thirty (30) days' prior written notice of the assignment."

25. Section 10.13 General: a new subsection (a) shall be added to Section 10.13 containing the language shown below:

"(a) Neither a Customer, nor any other third party, shall be a third party beneficiary of this Agreement."

26. Section 11.1(b)(i) shall be deleted in its entirety and replaced with the following:

"(i) If Buyer exercises its termination right in connection with the Force Majeure Failure, then the Agreement shall terminate without further liability of either Party to the other, effective upon the date set forth in Buyer's Notice of termination, subject to each Party's satisfaction of all of the final payment and survival obligations set forth in Sections 2.6(a) and (b). The Parties agree that for a period of three (3) years from the date on which Buyer Notifies Seller of termination due to the Force Majeure Failure ("Exclusivity Period"), neither Seller, its successors and assigns, nor its Affiliates shall enter into an obligation or agreement to sell or otherwise transfer any Products from the Project to any third party, unless Seller first offers, in writing, to sell to Buyer such Products from the Project on the same terms and conditions as this Agreement and at the lesser of the Unsubscribed Energy Price and the Contract Price, subject to permitted modifications identified in subpart (ii) below, (the "First Offer") and Buyer either accepts or rejects such First Offer in accordance with the provisions herein."

27. Seller's satisfaction of its Demonstration of Community Interest must be completed prior to the Construction Start Date. In connection thereto:

(a) Appendix XV, "Demonstration of Community Interest" is added to the Agreement and can be found as Attachment 3 to this RRC Rider and Amendment; and

(b) Appendix IV-I is amended as shown on Attachment 4 to this RRC Rider and Amendment. This appendix is cross-referenced in Section 3.9(a)(vi) of the Agreement.

28. A new Appendix ~~XV~~XVI, "Subscribed Customer Reporting Form" is added to the Agreement and can be found as Attachment 35 to this RRC Rider and Amendment. This new appendix is cross referenced in new Section 3.10(a) (see Section 12 of this RRC Rider and Amendment).

**III. MISCELLANEOUS.** This Section III applies to this RRC Rider and Amendment.

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

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

3. Governing Law. THIS RRC RIDER AND AMENDMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA,

WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS RRC RIDER AND AMENDMENT.

4. Successors and Assigns. This RRC Rider and Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
5. Notices. Any written notice required to be given under the terms of this RRC Rider and Amendment shall be given in accordance with the terms of the Agreement.
6. Effective Date. This RRC Rider and Amendment shall be deemed effective as of the Execution Date.
7. Further Agreements. This RRC Rider and Amendment shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
8. Authorized Signatures; Counterparts; Electronic Signatures. This RRC Rider and Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this RRC Rider and Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this RRC Rider and Amendment on behalf of such Party and to bind such Party to this RRC Rider and Amendment. The exchange of copies of this RRC Rider and Amendment and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this RRC Rider and Amendment as to the Parties and may be used in lieu of the original RRC Rider and Amendment for all purposes.

### SIGNATURES

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#### Agreement Execution

In WITNESS WHEREOF, each Party has caused this RRC Rider and Amendment to be duly executed by its authorized representative as of the dates provided below:

**[SELLER, a (include place of formation and business type)]**

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

### Attachment 1 to RRC Rider and Amendment

Shown below are new Sections 3.1(r) and 3.1(s) to the Agreement. *[Please refer to Section II.9. of the RRC Rider and Amendment regarding the use of these sections.]*

“(r) Customer Seller Agreement Required Provisions. Seller shall include all of the following provisions in each CSA.

(i) An outline detailing the program structure of the E-ECR Tariff, including the bill credit mechanism and a statement that Buyer is not a party to, or third party beneficiary of, the CSA or the transactions between Seller and Customer, other than as a conduit for bill credits pursuant to Seller’s ~~Subscription Information and Bill Credit Instructions~~; Subscribed Customer Reporting Form;

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

(iii) Customer acknowledgment of the risks associated with participating in wholesale energy markets;

(iv) Customer acknowledgment that it should not have any expectation of profits in deciding to enter into the CSA;

(v) Customer acknowledgment that it will only receive bill credits to the extent the Project actually generates Energy and Seller provides the correct ~~Subscription Information and Bill Credit Instructions~~ Subscribed Customer Reporting Form to Buyer as specified in Section 3.10;

(vi) The CSA will automatically terminate upon termination or expiration of this Agreement;

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

(viii) All disputes (including those related to bill credits) will be handled between the Seller and Customer pursuant to the dispute resolution provisions in the CSA;

(ix) Customers must enroll with Buyer’s E-ECR Tariff as a condition to being eligible to receive bill credits;

(x) Customers must un-enroll from Buyer’s E-ECR Tariff if Customer no longer wishes to subscribe to the Project; Customers cannot transfer their Subscriptions to other parties;

(xi) Customers may not subscribe for more than one hundred and twenty percent (120%) of their forecasted annual load, as reasonably determined by Buyer based on historical usage data;

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

(xiii) Seller shall notify Customer in the event of Seller's imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on the Project;

(xiv) Disclosure that the Customer Subscription may be considered a "security" issued by Seller under federal or state law;

(xv) Customer is not guaranteed any energy production from the Project;

(xvi) Information describing Green-e<sup>®</sup> Energy Certification and what requirements Seller is subject to in order to provide Customers with Product qualifying for Green-e<sup>®</sup> Energy Certification;

(xvii) A description of Customer access rights to the Site and the Facility, if any;

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

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

(xx) Seller shall indemnify Customers for claims arising from or related to Seller's construction, operation or financing of the Project, including liens of any type, mortgages, stop notices, and claims for bodily injury, death or property damage or destruction;

(xxi) Seller will provide Buyer with ~~Subscription Information and Bill Credit Instructions~~ Subscribed Customer Reporting Form related to the Subscribed Capacity, and Seller shall indemnify Buyer for all related claims and billing disputes between Customer and Seller. All bill credits to Customer shall be subject to set-off and counterclaim by Buyer under Seller's power purchase agreement with Buyer;

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

(xxiii) Seller shall notify Customers of any proposed modifications to the Project and provide Customers adequate time to withdraw their Subscription to the Project, subject to any applicable termination provisions in the E-ECR Tariff, due to any such proposed modifications;

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

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

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

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

(xxviii) Seller covenants not to claim the Renewable Energy Credits associated with any Delivered Energy;

(xxix) Seller obligation regarding transfer and chain of custody of Renewable Energy Credits;

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

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

(s) Green-e® Energy Certification.

(i) As of the Effective Date, Seller represents and warrants that (A) the Project is eligible for Green-e® Energy Certification and (B) the WREGIS Certificates associated with the Renewable Energy Credits corresponding to Delivered Energy have not been separately sold, separately marketed or otherwise separately represented by Seller or its Affiliates as renewable energy attributable to the Project other than to Buyer.

(ii) From the Execution Date, and for the duration of the Delivery Term, Seller covenants that it shall, at its sole expense, take all actions, including complying with all applicable registration, attestation, eligibility, auditing, and reporting requirements, and execute all documents or instruments necessary (A) to be eligible for and maintain the Green-e® Energy Certification during the Delivery Term, and (B) to enable Buyer to meet its obligation for an ECR Program with Green-e® Energy Certification during the Delivery Term.

(iii) Seller Compliance with Green-e® Energy Certification Requirements for Marketing and CSAs. Throughout the Term, surviving the expiration of the Agreement as provided in Section 2.6(b), Seller must comply with Green-e® Energy Certification eligibility criteria and requirements in its marketing materials and the CSA. Upon request, Seller must disclose requested information to the Buyer and/or CRS for Green-e® Energy Certification, including but not limited to:

(A) agreeing to provide resources having Green-e® Energy Certification to all Customers;

(B) agreeing to abide by Green-e® Energy Certification requirements and best practices as specified on the CRS website;

(C) ensuring that all marketing of and disclosures relating to the Project is accurate and in compliance with the FTC and the FTC Green Guides, the ECR Program, E-ECR Tariff and Green-e® Energy Certification requirements, the CPUC's CCA Code of Conduct decision (D.12-12-036), and best practices;

(D) maintaining a webpage with disclosures about the Project, Seller's customer service contact information, and links to both Buyer's RRC webpage and the CRS website;

(E) completed Disclosure Documents to each potential Customer prior to signing CSA with a Customer and in a welcome packet distributed sixty (60) days prior to the Commercial Operation Date and annually thereafter (and in each case with a copy to Buyer), along with a statement that such Disclosure Documents are required by Green-e® Energy, which shall include, without limitation: (I) amount of energy, in kWh, that Customer has been provided from the Project; (II) price per kW or kWh; (III) kW or kWh contracted for (option to also include percentage of Facility's output); (IV) the Term; (V) renewable resource mix; (VI) Facility location; (VII) Seller's contact information; (VIII) disclaimer stating that capacity does not guarantee a certain amount of output and output may vary (if selling in kW); (IX) include an estimated output in kWh for each Customer's Subscription (if selling in kW); (X) include the average kW needed to power a home in the region (if selling in kW); (XI) Seller's customer service contact information; (XII) link to Buyer's CR webpage; (XIII) all terms and conditions of Customer's Subscription; (XIV) statement that these disclosures are required by Green-e® Energy and information about Green-e® Energy Certification and link to the CRS's website: [www.green-e.org/energy](http://www.green-e.org/energy); and

(F) Seller to provide all forms, disclosure and other information to Buyer or its auditors for annual verification and audit.”

## Attachment 2 to RRC Rider and Amendment

*[Please refer to Section II.19. of the RRC Rider and Amendment regarding the use of this Attachment.]*

### “ARTICLE SIX: PAYMENT

6.1 Billing and Payment; Remedies. On or about the tenth (10th) day of each month beginning with the second month of either the Test Period or the first Contract Year, whichever occurs first, and every month thereafter, and continuing through and including the first month following the end of the Delivery Term, Seller shall provide to Buyer (a) records of metered data, including CAISO metering and transaction data sufficient to document and verify the generation of Product by the Project for any CAISO settlement time interval during the preceding months, (b) access to any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy or amount of any Reductions; and (c) an invoice, in the format specified by Buyer, indicating the payments associated with the Unsubscribed Delivered Energy and covering the services provided in the preceding month determined in accordance with the applicable provisions of this Agreement. Seller shall continue to provide to Buyer an invoice of CAISO charges, net any sums Buyer owes Seller under this Agreement, on or about the tenth (10th) day of each month until the date of the Final True-Up. Buyer shall pay Seller and credit Seller’s Customers in accordance with this Article Six and in accordance with approved, accurate and undisputed ~~Subscription Information and Bill Credit Instructions~~Subscribed Customer Reporting Form for the undisputed amount of such invoices less the amount of any RA Deficiency Amount and the amount of any Forecasting Penalties, as applicable on or before the last Business Day of the second month from which Buyer receives an invoice from Seller. If either the invoice date or payment date is not a Business Day, then such invoice or payment shall be provided on the next following Business Day. During the Test Period, and for twelve (12) months following the Test Period only, Buyer shall provide to Seller a statement of the CAISO Revenues and any true-ups of CAISO Revenues from prior months and Buyer shall forward to Seller the CAISO Revenues from such statement, according to the invoice and payment schedules described in this Section 6.1. Each Party will make payments by electronic funds transfer via automated clearing house, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date will be deemed delinquent and will accrue interest at the 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. Invoices may be sent by facsimile or e-mail. Buyer shall make payment of each undisputed invoice related to the Unsubscribed Capacity directly to Seller. Buyer and Seller acknowledge that payment to Seller under this Agreement of each undisputed invoice related to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the Seller’s ~~Subscription Information and Bill Credit Instructions~~Subscribed Customer Reporting Form, and Seller hereby assigns payment for Subscribed Energy to its Customers and any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers. Any amounts owed by Seller under this Agreement, including under Section 4.6, shall not be included in Seller’s ~~Subscription Information and Bill Credit Instructions~~Subscribed Customer Reporting Form, but shall be included in amounts payable directly to or from Seller.

6.2 Disputes and Adjustments of Invoices. 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. Subject to Section 3.6, in the event adjustments to payments are required as a result of inaccurate meter(s), Buyer shall use corrected measurements to recompute the amount due from Buyer to Seller for the Product delivered under the Transaction during the period of inaccuracy. The Parties agree to use good faith efforts to resolve the dispute or identify the adjustment as soon as possible. Upon resolution of the dispute or

calculation of the adjustment, any required payment or bill credit shall be made within fifteen (15) days of such resolution along with interest accrued at the Interest Rate from and including the due date, but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment, but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 6.2 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made; provided that, such waiver shall not apply to any adjustment or dispute related to Seller’s performance under any applicable RMR Contract; and provided further that, any disputes with respect to a statement of CAISO Revenues is waived unless Seller notifies Buyer in accordance with this Section 6.2 within one (1) month after the last statement of CAISO Revenues is provided. If an invoice is not rendered within twelve (12) months after the close of the month during which performance under the Transaction occurred, the right to payment for such performance is waived.

6.3 During each month of the Delivery Term, if the quotient of the average billing month Subscribed Capacity divided by the Contract Capacity is greater than the minimum Subscription level required for the corresponding billing month as specified in the table below (“Minimum Subscription Requirement”), then the Monthly TOD Payment related to all Delivered Energy shall be calculated using the Contract Price multiplied by the TOD Factor for the TOD Period being calculated as described in Section 4.4. The payment for the Subscribed Delivered Energy shall be applied as a bill credit to Seller’s Customers and the payment for the Unsubscribed Delivered Energy, net amounts owed, shall be paid to Seller.

<b>MINIMUM SUBSCRIPTION REQUIREMENT</b>	
<b>Years of Operation</b>	<b>Minimum subscription level for purposes of calculating the Minimum Subscription Requirement</b>
First Contract Year	45%
Second Contract Year	70%
Third Contract Year	90%
Remaining Delivery Term	95%

During each month of the Delivery Term, if the quotient of the average billing month Subscribed Capacity divided by the Contract Capacity is less than the applicable Minimum Subscription Requirement, then the payment for Subscribed Delivered Energy shall be calculated using the Contract Price as described in Section 4.4 and shall be applied as a bill credit to Customers, and the payment for Unsubscribed Delivered Energy shall be calculated using the Unsubscribed Energy Price as described in Section 4.4 and shall be paid to Seller.

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

### Attachment 3 to RRC Rider and Amendment

*[Please refer to Section 27 of the RRC Rider and Amendment regarding the use of this Attachment.]*

#### APPENDIX XV

##### Demonstration of Community Interest

All selected Projects must satisfy the following community interest requirements (the “Demonstration of Community Interest”) prior to the Construction Start Date:

- Documentation that community members have committed to enroll in 30 percent of the project's capacity or documentation that community members have provided expressions of interest in the project sufficient to reach 51 percent of the project's capacity
- Note: Municipalities or counties may provide a guaranteed subscription rate to demonstrate community interest. This guarantee is subject to the requirements listed above.
- For the purpose of demonstrating community interest, community members/subscribers must be located within the same municipality or county or within ten miles of the project's address. Community members/subscribers must also meet the other customer eligibility criteria as defined in Electric Schedule E-ECR Tariff.
- Developers must inform customers committing to enroll of an estimated price, when the project is expected to come online and a contract term. An expression of interest does not require disclosure of these elements. For both the commitment to enroll and expression of interest, documentation must be either in the form of a physical signed document, or digital e-signature technology—see PG&E’s Regional Renewable Choice website at [www.pge.com/rfo](http://www.pge.com/rfo).

A complete community interest packet must include the following forms with all completed fields:

1. Summary Form

- Commitment to Enroll
- Expression of Interest

2. Supporting Documentation—scanned, signed documents or proof of online equivalent

- Commitment to Enroll
- Expression of Interest



**Attachment 5 to RRC Rider and Amendment**

**[Please refer to Section 28 of the RRC Rider and Amendment regarding the use of this Attachment.]**

**APPENDIX XVI**  
**Subscribed Customer Reporting Form**

Customer Subscription details are to be provided to Buyer ~~sixty (60) days prior to~~ the Commercial Operation Date, and afterwards, on a monthly basis, using the table format shown below. Note that Seller should fill in **EITHER** the “Capacity Subscribed (kW)” column **OR** the “Load Subscribed (kWh)” column, depending upon the business model being employed by Seller pursuant to the CSA.

Name	Service Address/PG&E service account number	Capacity Subscribed (kW)	Load Subscribed (kWh)	Load Served (kW)

**Seller hereby certifies that:**

- (a) At least one sixth (1/6) of the Subscribed Capacity described in this Reporting Form comes from residential Customers as of the date hereof, or**
- (b) until such time as one sixth (1/6) of the Subscribed Capacity described in this Reporting Form comes from residential Customers, Seller shall cease enrolling non-residential Customers.**

**IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Seller as of [date].**

**[Seller]**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Title)**

**PG&E Gas and Electric  
Advice Submittal List  
General Order 96-B, Section IV**

AT&T	Downey & Brand	Pioneer Community Energy
Albion Power Company	East Bay Community Energy	Praxair
Alcantar & Kahl LLP	Ellison Schneider & Harris LLP	
	Energy Management Service	
Alta Power Group, LLC	Engineers and Scientists of California	Redwood Coast Energy Authority
Anderson & Poole	Evaluation + Strategy for Social Innovation	Regulatory & Cogeneration Service, Inc.
	GenOn Energy, Inc.	SCD Energy Solutions
Atlas ReFuel	Goodin, MacBride, Squeri, Schlotz & Ritchie	
BART	Green Charge Networks	SCE
	Green Power Institute	SDG&E and SoCalGas
Barkovich & Yap, Inc.	Hanna & Morton	
P.C. CalCom Solar	ICF	SPURR
California Cotton Ginners & Growers Assn	International Power Technology	San Francisco Water Power and Sewer
California Energy Commission	Intestate Gas Services, Inc.	Seattle City Light
California Public Utilities Commission	Kelly Group	Sempra Utilities
California State Association of Counties	Ken Bohn Consulting	Southern California Edison Company
Calpine	Keyes & Fox LLP	Southern California Gas Company
	Leviton Manufacturing Co., Inc. Linde	Spark Energy
Cameron-Daniel, P.C.	Los Angeles County Integrated Waste Management Task Force	Sun Light & Power
Casner, Steve	Los Angeles Dept of Water & Power	Sunshine Design
Cenergy Power	MRW & Associates	Tecogen, Inc.
Center for Biological Diversity	Manatt Phelps Phillips	TerraVerde Renewable Partners
City of Palo Alto	Marin Energy Authority	Tiger Natural Gas, Inc.
	McKenzie & Associates	
City of San Jose	Modesto Irrigation District	TransCanada
Clean Power Research	Morgan Stanley	Troutman Sanders LLP
Coast Economic Consulting	NLine Energy, Inc.	Utility Cost Management
Commercial Energy	NRG Solar	Utility Power Solutions
County of Tehama - Department of Public Works		Utility Specialists
Crossborder Energy	Office of Ratepayer Advocates	
Crown Road Energy, LLC	OnGrid Solar	Verizon
Davis Wright Tremaine LLP	Pacific Gas and Electric Company	Water and Energy Consulting Wellhead Electric Company
Day Carter Murphy	Peninsula Clean Energy	Western Manufactured Housing Communities Association (WMA)
		Yep Energy
Dept of General Services		
Don Pickett & Associates, Inc.		
Douglass & Liddell		