



Electric Sample Form No. 79-1176

Sheet 1

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

**Please Refer to Attached
Sample Form**

GREEN TARIFF SHARED RENEWABLES (GTSR) COMMUNITY RENEWABLES (CR) PROGRAM PROJECT DEVELOPMENT TARIFF RIDER AND AMENDMENT

FORM # 79-1176

to the

RENEWABLE MARKET ADJUSTING TARIFF

POWER PURCHASE AGREEMENT

FORM # 79-1150

between

PACIFIC GAS AND ELECTRIC COMPANY

and

[NAME OF SELLER]

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

RECITALS

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

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

AGREEMENT

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

1. Sections 2.3.1, 2.3.2 and 2.3.3 are deleted and replaced with the following:
 - “2.3.1. The Facility is an As-Available Facility.
 - 2.3.2. The Facility’s renewable resource is solar *[photovoltaic (tracking) / photovoltaic (fixed tilt) / thermal / other]*.
 - 2.3.3. The Facility is a “small power production facility,” as described in 18 CFR §§292.203(a), 292.203(c) and 292.204.”
2. Section 2.8.1 is amended by deleting “If not already capable of delivering Product on the Execution Date,” in the first sentence.
3. Section 2.8.2 is amended by replacing “demonstrated” with “achieved the” and replacing “by” with “Date on or before”.
4. Section 3.1 is amended by adding “AC” after “3,000 kW” in the second sentence.
5. Section 3.2 is amended by deleting the “, and, for excess sale arrangements, Site Host Load” in the first sentence.
6. Section 3.3 is amended by deleting the following phrase:

“, pursuant to Seller’s election of a(n) (check one): full buy/sell; or excess sale arrangement”
7. Section 3.4.2 is amended by (i) in subsection (c) replacing the phrase “4.3 and 6.11,” with “4.3, 6.6, 6.11, 21 and 22,”; (ii) in subsection (d) replacing the phrase “10.2.7 , and 14.8.4,” with “10.2.7, 14.8.4, and 21”; and (iii) in subsection (i) inserting the phrase “and Section 21” after “Section 19”.
8. Section 3.5 is amended by adding the phrase “first calendar day of the month following the” before “Commercial Operation Date” in the first sentence and replacing the phrase “only when” with “on the day on in which” in the second sentence.
9. New Sections 3.5.13, 3.5.14 and 3.5.16 are added to read as follows:

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“3.5.13. Seller has delivered to Buyer no later than sixty (60) days prior to the anticipated Commercial Operation Date the Subscription Information and Bill Credit Instructions required under Section 3.7 containing the information required by such report;

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

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

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

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

11. Inserting the following new section after Section 3.6.1:

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

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12. Section 3.6.2 is re-numbered as Section 3.6.3 and is amended by adding the words “or Unsubscribed Energy Price, as applicable,” after the first use of the word “Contract Price”.
13. Section 3.6.3 is re-numbered as Section 3.6.4 and is amended by adding the words “or Unsubscribed Energy Price, as applicable,” after the first use of the word “Contract Price” and adding the words “or seventy-five percent (75%) of the Unsubscribed Energy Price, as applicable” after the second use of the word “Contract Price”.
14. New Section 3.6.5 is added to read as follows:

“3.6.5. If the Commercial Operation Date occurs on a day other than the first day of a calendar month for any reason, the price per kWh paid to Seller for Delivered Energy from the Commercial Operation Date until the first day of the next succeeding calendar month shall be the Unsubscribed Energy Price.”
15. A new Section 3.7 is added to read as follows:

“3.7. Subscription

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

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

3.7.3 The Contract Capacity less the Subscribed Capacity for each billing month represents the “Unsubscribed Capacity” for the Facility.”
16. Section 3.7.1 is re-numbered as Section 3.8.1 and is amended by (i) replacing “the Contract Price to Seller for the Product” with “Seller and credit Seller’s Customers for the Product in accordance with Section 3.8.6 and in accordance with approved, accurate and undisputed Subscription Information and Bill Credit Instructions”; (ii) in subsection (a) replacing the term “Facility” with “Project”; and (iii) adding “Seller shall assign payment for Subscribed Energy to its Customers.” at the end of the section.
17. Section 3.7.2 is re-numbered as Section 3.8.2.

18. A new Section 3.8.3 is added as follows:

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

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

Years of Operation	Minimum subscription level for purposes of calculating the Minimum Subscription Requirement
First Contract Year	45%
Second Contract Year	70%
Third Contract Year	90%
Remaining Delivery Term	95%

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

“3.8.4. The monthly payment will equal the sum of (a) the sum of the monthly payments for all TOD Periods in the month and (b) the Curtailed Product Payment for the month. The monthly payment will be calculated pursuant to the following formulas, where “n” is the TOD Period being calculated:

$$\text{SELLER'S PAYMENT}_n \text{ (to be assigned to Seller's Customers for Subscribed Delivered Energy)} = A \times C \times (D - E) \times G$$

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SELLER'S PAYMENT_n (if Minimum Subscription Requirement is met) = $A \times C \times (D - E) \times F$

SELLER'S PAYMENT_n (if Minimum Subscription Requirement not met) = $B \times (D - E) \times F$

Where:

A = Contract Price, in \$/kWh.

B = The lesser of (i) the Unsubscribed Energy Price and (ii) A multiplied by C, in \$/kWh.

C = The Payment Allocation Factor for the TOD Period being calculated.

D = The sum of Delivered Energy recorded by the meter specified in Section 6.2.1 or Check Meter, as applicable, in all hours for the TOD Period being calculated, in kWh.

E = Any Delivered Energy produced by the Facility for which Buyer is not obligated to pay Seller as set forth in Section 3.8.1.

F = Unsubscribed Delivered Energy

G = Subscribed Delivered Energy

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

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

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

“3.8.6. Each invoice will be adjusted by any amounts owed by or to Seller under this Agreement, on or before the later of the last Business Day of the second month from which Buyer receives an invoice from Seller; provided, that Buyer shall have the right, but is not obligated, to apply any amounts due to Buyer from Seller for any charges incurred under this Agreement, for past due bills for electric service or for Buyer services, towards any amount owed to Seller under this Agreement. In the event Buyer applies any amounts due to Buyer from Seller towards an invoice issued by Seller, Buyer shall provide an

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explanation of the amounts Buyer has applied towards Seller's invoice. Buyer shall make payment of each undisputed invoice related to the Unsubscribed Capacity directly to Seller. Buyer and Seller acknowledge that payment to Seller under this Agreement of each undisputed invoice related to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the Seller's Subscription Information and Bill Credit Instructions, and Seller hereby assigns any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers."

23. Section 3.7.6 is re-numbered as Section 3.8.7 and is amended by (i) adding "in accordance with Section 19 below" after "resolved" in the third sentence; (ii) adding "or bill credit" after "any required payment" and adding "in the case of a payment only" after "date paid" at the end of the sixth sentence; and (iii) replacing "3.7.6" with "3.8.7" in the eighth sentence.
24. Section 3.7.7 is re-numbered as Section 3.8.9 and is amended by replacing "3.7.5" with "3.8.6".
25. Sections 3.7.8, 3.7.9, and 3.8 are re-numbered as Sections 3.8.10, 3.8.11, and 3.9 respectively.
26. A new Section 3.8.8 is added to read as follows:

"3.8.8. Notwithstanding any other provision in this Agreement, Buyer is not obligated to provide a bill credit to any Customer that does not meet the requirements of this Agreement and the GTSR-CR-PD Tariff or if Buyer determines, in its reasonable discretion, that the information contained in the Subscription Information and Bill Credit Instructions is incorrect. Retroactive changes to Subscription Information and Bill Credit Instructions will not be permitted."
27. Sections 4.3.4 and 4.3.5 are amended by replacing all occurrences of "3.7" with "3.8".
28. Section 4.6 is deleted in its entirety and replaced with "[INTENTIONALLY OMITTED]".
29. Section 5.3.1 is amended by deleting "or ten (10) years have elapsed from the date Seller first received an incentive or benefit under any such program with respect to the Facility".
30. Section 5.3.9 is amended by replacing "other Laws or, in the case of excess sale arrangements, to serve any Site Host Load" with "Law".
31. New Sections 5.3.14 through 5.3.23 are added to read as follows:

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

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

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

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

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

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

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

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

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

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

32. Section 6.2.3 is deleted in its entirety.

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

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

"6.16. Audit Rights

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

35. Section 7 is amended by adding a new Section 7.4 at the end thereof:

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

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36. Section 13.5.2 is amended by adding “Operation” after “Guaranteed Commercial”.
37. Section 13.5.3 is amended by replacing the term “Section 3.7.9” with “Section 3.8.11”.
38. Section 14.2.2.4 is amended by deleting “Subject to Section 4.6,” and by replacing “Section 4.5” with “Sections 4.5 and 5.3.3”.
39. Section 14.3 is amended by replacing “defaulting party” with “defaulting Party”.
40. Section 14.8.2 is amended by adding the words “lesser of the Unsubscribed Energy Price and” before the word “Contract Price”.
41. Section 16.1 is amended by (i) deleting the first use of “the”; (ii) adding “Green-e© Energy,” before “FERC”; and (iii) adding “FERC’s,” after “pursuant to the CEC’s,”.
42. Section 17.1 is amended by (i) adding the phrase “or transfer” after the word “assign” in the first sentence; (ii) adding the phrase “any of” before “its rights hereunder” in the first sentence; (iii) adding the phrase “all of” after the phrase “assignee assumes” in subsection (a); (iv) deleting the word “and” before subsection (d); and (v) adding subsection (e) as follows:

“, and (e) in the case of an assignment by Seller, the assignee assumes the rights and obligations of the Seller under each CSA.”
43. Section 20.3 is amended by adding “; no Customer, or any other third party, shall be a third party beneficiary of this Agreement” at the end of the third sentence.
44. A new Section 20.6 is added to read as follows:

“20.6 No Partnership or Joint Venture.

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

“21 CUSTOMER-SELLER AGREEMENT

21.1 Required Provisions.

Seller shall include the following provisions in each CSA:

21.1.1. An outline detailing the program structure of the CR Tariff and the GTSR-CR-PD Tariff, including the bill credit mechanism and a

statement that Buyer is not a party to, or third party beneficiary of, the CSA or the transactions between Seller and Customer, other than as a conduit for bill credits pursuant to Seller's Subscription Information and Bill Credit Instructions;

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

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

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

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

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

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

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

21.1.9. Customers must enroll with Buyer's CR Tariff as a condition to being eligible to receive bill credits;

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

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

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

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

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

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

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

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

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

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

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

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

21.1.22. A Seller transfer or sale of the Project to another entity will be subject to Buyer's consent and the transferee must (i) accept all of Seller's obligations under the power purchase agreement between Buyer and Seller, including all duties, liabilities and indemnities, and (ii) either

enter into new CSAs containing same terms and conditions as the original CSAs with existing Customers, or accept assignment of the existing CSAs with existing Customers. In addition, Seller shall provide Customers with notice of any such transfer or sale of the Project;

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

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

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

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

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

21.1.28. Seller covenants not to claim the Renewable Energy Credits associated with any Delivered Energy;

21.1.29. Seller obligation regarding transfer and chain of custody of Renewable Energy Credits;

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

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

22 GREEN-E[®] ENERGY CERTIFICATION

22.1 Seller Compliance with Green-e© Energy Requirements.

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

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

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

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

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

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

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

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

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

(ii) modifying the following defined terms as follows:

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

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

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

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

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

(iii) adding the following defined terms:

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

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

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

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

CAISO Tariff.

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

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

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

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

“FTC” means the Federal Trade Commission.

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

“GTSR-CR-PD Tariff” means Buyer’s Green Tariff Shared Renewables Community Renewables Project Development Tariff.

“Interconnection Point” has the meaning set forth in Section 2.5.

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

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

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

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

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

Period being calculated, measured in kWh.

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

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

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

Example: $\text{Load} \times \text{Contract Capacity} / \text{Contract Quantity} \times 12 \text{ months} = \text{Subscription}$

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

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

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

“Unsubscribed Energy Price” means the DLAP Price plus the Renewable Energy Credit Market Price.

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

48. MISCELLANEOUS

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

- (c) Governing Law. THIS GTSR CR RIDER AND AMENDMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS GTSR CR RIDER AND AMENDMENT.
- (d) Successors and Assigns. This GTSR CR Rider and Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- (e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this GTSR CR Rider and Amendment on behalf of such Party and to bind such Party to this GTSR CR Rider and Amendment. Any written notice required to be given under the terms of this GTSR CR Rider and Amendment shall be given in accordance with the terms of the Agreement.
- (f) Effective Date. This GTSR CR Rider and Amendment shall be deemed effective as of the Execution Date.
- (g) Further Agreements. This GTSR CR Rider and Amendment shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
- (h) Counterparts; Electronic Signatures. This GTSR CR Rider and Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this GTSR CR Rider and Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this GTSR CR Rider and Amendment and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this GTSR CR Rider and Amendment as to the Parties and may be used in lieu of the original GTSR CR Rider and Amendment for all purposes.

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Pacific Gas and Electric Company

Confidential Information

RAP ID #[Number], [Name of Seller]

IN WITNESS WHEREOF, the Parties hereto have caused this GTSR CR Rider and Amendment to be executed as of the Execution Date.

[SELLER], a [State and form of incorporation] .
By: _____ [Name] [Title]

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation.
By: _____ [Name] [Title]

**APPENDIX O
Subscribed Customer Reporting Form**

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

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

**** End of Appendix O ****