

Application: 22-09-018
Exhibit No.: PGE-02-S
Date: August 21, 2023

**S851 TRANSFER OF NON-NUCLEAR GENERATION PORTFOLIO AND
SALE OF MINORITY INTERESTS**

EXHIBIT PGE-02-S

**PG&E SUPPLEMENTAL PREPARED TESTIMONY:
CHAPTER 2 – DESCRIPTION OF PROPERTY AND ASSETS TO BE
TRANSFERRED AND LIABILITIES TO BE ASSUMED**



Application: 22-09-018
(U 39 E)
Exhibit No.: _____
Date: March 8, 2023
Witness: Michael Schonherr

PACIFIC GAS AND ELECTRIC COMPANY

**CHAPTER 2 DESCRIPTION OF PROPERTY AND ASSETS TO BE
TRANSFERRED AND LIABILITIES TO BE ASSUMED**

SUPPLEMENTAL TESTIMONY



PACIFIC GAS AND ELECTRIC COMPANY
CHAPTER 2 DESCRIPTION OF PROPERTY AND ASSETS TO BE
TRANSFERRED AND LIABILITIES TO BE ASSUMED
SUPPLEMENTAL TESTIMONY

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4 **SUPPLEMENTAL TESTIMONY**

5 **A. Introduction**

6 This testimony supplements Chapter 2, submitted in support of Pacific Gas
7 and Electric Company’s (PG&E) Application. As PG&E explained in its prior
8 submitted testimony, to effectuate the Proposed Transaction, PG&E plans to
9 contribute to Pacific Generation, LLC (Pacific Generation) all of PG&E’s right,
10 title, and interest in substantially all of its non-nuclear generation assets.¹
11 Chapter 2 of the testimony that PG&E served with the Application describes at a
12 high level the generation assets to be transferred, as specified in Table 2-1
13 therein.² Chapter 2 also attaches the form of Separation Agreement, which sets
14 forth the proposed terms and conditions of this asset contribution as well as
15 indemnification matters.³ The form of Separation Agreement further describes
16 the categories of assets to be transferred and proposes to include, on
17 schedules, additional descriptions of such assets.⁴

18 Chapter 2 stated that, as the transfer process moves forward, PG&E would
19 continue to collect and refine additional information and data relating to the
20 relevant generation assets proposed to be transferred.⁵ Although Chapter 2 and
21 the attached Separation Agreement already described how this transfer will
22 operate, we provide this supplemental testimony. Attached to this supplemental
23 testimony are drafts of the following schedules, which describe the assets to be
24 transferred to Pacific Generation:⁶

- 25 • Owned Generation Real Property (Schedule 2.2(a));

1 P. 2-3.

2 See also p. 2-8 n. 7 (specifying generation assets that will not be transferred as part of
the Proposed Transaction).

3 Contribution Agreement, § 2.1, p. 2-AtchA-17.

4 See § 2.2, p. 2-AtchA-17.

5 P. 2-1.

6 This supplemental testimony is qualified in its entirety by reference to the attached
drafts.

- 1 • Generation Real Property Leases (Schedule 2.2(b));
- 2 • Generation Rights-of-Way (Schedule 2.2(c));
- 3 • Assumed Contracts (Schedule 2.2(f));
- 4 • Tangible Personal Property (Schedule 2.2(g));
- 5 • Generation Business Records (Schedule 2.2(i));
- 6 • Permits (Schedule 2.2(k));
- 7 • Water Rights (Schedule 2.2(l));
- 8 • Other Excluded Assets (Schedule 2.3(j)); and
- 9 • Other Retained Liabilities (Schedule 2.6(k)).⁷

10 These schedules are preliminary and are intended to provide an
11 understanding of the facility-specific assets to be transferred to Pacific
12 Generation. These schedules remain subject to PG&E’s ongoing review, and
13 PG&E intends to continue to prepare more detailed descriptions of the
14 transferred assets described on certain of the schedules.⁸ PG&E will update
15 these schedules as needed to reflect the assets it will transfer at the closing of
16 the Proposed Transaction. In parallel, PG&E is continuing to prepare certain
17 other disclosure schedules to the representations and warranties set forth in the
18 Separation Agreement.

19 Of particular interest to certain parties, Schedule 2.2(f) sets forth the
20 categories of third-party contracts that PG&E proposes to assign to
21 Pacific Generation.⁹ These contracts relate exclusively to the operation of the
22 assets to be transferred to Pacific Generation. This is consistent with the form of
23 Separation Agreement submitted with Chapter 2 of the testimony PG&E
24 previously served, pursuant to which PG&E is to transfer “agreements and
25 arrangements exclusively related to the Generation Assets to which PG&E is a
26 party” to Pacific Generation, with Pacific Generation assuming all rights and
27 obligations previously granted to PG&E under those contracts and

7 We are including a placeholder for Schedule 2.2(j), the schedule of construction work in progress, because that schedule will necessarily change over time, and accordingly will be drafted at or around the Closing Date.

8 For example, it is expected that Schedule 2.2(a), which lists owned generation real property to be transferred, will be further developed to identify specific parcels.

9 P. 2-AtchA-18.

1 agreements.¹⁰ PG&E plans to assign these contracts to Pacific Generation
2 pursuant to Assignment and Assumption Agreements between PG&E and
3 Pacific Generation. A form of such agreement was included as Exhibit B to the
4 Separation Agreement attached to Chapter 2.¹¹ Pursuant to such agreements,
5 Pacific Generation will step into all of PG&E's rights and will be bound to perform
6 all of PG&E's obligations under the agreements, without otherwise changing the
7 rights or obligations of the counterparties. These contract assignments also will
8 occur against the backdrop of, and operate in a manner complementary to, the
9 proposed Intercompany Agreements, which will provide for PG&E personnel to
10 continue to administer these contracts, just as they do today.¹²

11 In an annex attached to Schedule 2.2(f), PG&E lists specific contracts
12 relating to water supply, delivery, and purchase arrangements that PG&E
13 expects to assign to Pacific Generation.¹³ This list includes contracts between
14 PG&E and specified water agencies, including Placer County Water Agency
15 (PCWA) and Nevada Irrigation District (NID), both of which are parties to this
16 proceeding. As contemplated by the Proposed Transaction, in connection with
17 the assignment of these contracts to Pacific Generation, Pacific Generation will
18 assume all obligations of PG&E under such contracts, while PG&E will continue
19 to perform such obligations on behalf of Pacific Generation as the contracted
20 operator of Pacific Generation. This will ensure uninterrupted operation of the
21 hydro projects and the associated water rights, and continued performance of all
22 obligations to deliver water to such agencies or coordinate operations with such
23 agencies.¹⁴ As such, the assignment of these water supply agreements will not
24 adversely affect the interests of the water agencies with respect to the continued
25 supply of water consistent with the terms of those agreements.

10 See p. 2-AtchA-14 (§ 2.2(f)).

11 P. 2-AtchA-58.

12 PG&E is developing proposed forms of intercompany agreements, which PG&E plans to serve on the service list of this proceeding in the near future.

13 As with the other schedules, this is not an exhaustive list of every contract to be transferred from PG&E to Pacific Generation, and PG&E will continue to refine and update the list ahead of the closing of the Proposed Transaction. Given the preliminary nature of these schedules, any omitted contracts do not necessarily indicate a decision by PG&E to assign or to not assign a contract.

14 See also p. 2-AtchA-18, § 2.2(l) (listing assigned water rights).

1 To provide further context and assurances, PG&E has also contacted both
2 PCWA and NID. For example, PG&E has provided a draft Assignment and
3 Assumption agreement to PCWA, which is a party to the Water Supply
4 Agreement, dated as of February 27, 2015, by and between PG&E and PCWA
5 (“Water Supply Agreement”), which addresses the supply of water by PG&E to
6 PCWA in connection with the Drum-Spaulding Project hydroelectric facilities.¹⁵
7 PG&E has also repeatedly contacted PCWA to request meetings to further
8 discuss PCWA’s stated concerns about the impact of the Proposed Transaction
9 on PCWA’s rights under the Water Supply Agreement, to explain how the
10 assignment of the Water Supply Agreement to Pacific Generation will not affect
11 PCWA’s rights or obligations under that Agreement, and to explain further
12 PG&E’s future role in operating the Drum-Spaulding Project. PG&E also has
13 similarly communicated with NID regarding the Coordinated Operations
14 Agreement between NID and PG&E dated as of November 27, 2018 and
15 provided NID with a draft Assignment and Assumption Agreement for the
16 assignment to Pacific Generation of contracts with NID, including the
17 Coordinated Operations Agreement. PG&E has communicated to both PCWA
18 and NID its intention to remain available to address any concerns that PCWA or
19 NID may have regarding the Proposed Transaction. PG&E is hopeful that
20 PCWA and NID will engage in a productive dialogue with PG&E on these
21 matters.

22 To summarize, the attached schedules provide additional detail regarding
23 the non-nuclear generation assets PG&E proposes to contribute to
24 Pacific Generation under the Separation Agreement. Consistent with the
25 Application and previously submitted testimony, these schedules support
26 PG&E’s proposal to contribute all of PG&E’s right, title, and interest in
27 substantially all of its non-nuclear generation assets to Pacific Generation, and
28 to provide assurances that such transfer will not affect existing operations
29 relating to such assets or the rights and responsibilities of third parties. PG&E is
30 continuing to prepare detailed descriptions of the transferred assets for these

15 Since filing a protest in this proceeding, PCWA has filed a complaint against PG&E in Sacramento County Superior Court alleging that PG&E has breached the Water Supply Agreement and seeking injunctive relief. PG&E believes that PCWA’s complaint is without merit.

1 schedules in parallel with conducting individualized outreach to affected third
2 parties, where appropriate, to ensure continuity and facilitate productive
3 dialogue.

PACIFIC GAS AND ELECTRIC COMPANY
CHAPTER 2
ATTACHMENT A
SEPARATION AGREEMENT

Schedule 2.2(a)¹

Owned Generation Real Property

All Owned Generation Real Property underlying or associated with the facilities listed below.

County	Facility Name	Facility Type	Acreage
Alpine	Mokelumne River	Hydro	1,496
Amador	Mokelumne River	Hydro	2,871
Butte	DeSabra-Centerville, Miocene, Rock Creek-Cresta, Poe	Hydro	8,170
Calaveras	Mokelumne River, Spring Gap-Stanislaus	Hydro	334
Contra Costa	Gateway Generating Station	Fossil	21
Fresno	Crane Valley Hydro, Kerckhoff Hydro, Helms Hydro, Haas-King Hydro, Balch Hydro, Cantua Solar, Five Points Solar, Giffen Solar, Huron/Gates 1 Solar, Stroud Solar, Westside Solar	Hydro, Solar	2,429
Humboldt	Humboldt Bay Generating Station	Fossil	72
Lake	Potter Valley	Hydro	4,213
Lassen	Hamilton Branch	Hydro	6,811
Madera	Crane Valley	Hydro	1,930
Mendocino	Potter Valley	Hydro	1,247
Monterey	Elkhorn Battery Storage	Battery	130
Nevada	Drum Spaulding	Hydro	7,522
Placer	Drum Spaulding	Hydro	5,257
Plumas	Hamilton Branch, Upper North Fork Feather River, Rock Creek-Cresta, Bucks Creek	Hydro	35,116
Shasta	Hat Creek, Pit 1, Pit 3 4 5, McCloud Pit, Battle Creek, Kilarc-Cow Creek	Hydro	21,941
Tehama	Battle Creek	Hydro	1,605
Tuolumne	Spring Gap-Stanislaus, Phoenix	Hydro	973

¹ The descriptions of Generation Assets set forth herein are of a preliminary nature and remain subject to PG&E's ongoing review. These schedules are intended to provide an understanding of the types of assets proposed to be transferred to Pacific Generation LLC. PG&E will update such information so it is complete as of the Closing Date.

Schedule 2.2(b)

Generation Real Property Leases

All Leased Generation Real Property listed below.

Description	APN
AT&T Solar License Facility Type: Solar Lease Holder: China Basin Ballpark Company, LLC County: San Francisco	3794003 Located at the corner of King and Third Streets.
Colusa Lease Facility Type: Fossil Lease Holder: Enerland, LLC County: Colusa	011-040-032-000

Schedule 2.2(c)

Generation Rights-of-Way

All Generation Rights-of-Way underlying or associated with the facilities listed below.

	Facility Type / Area	FERC License Project No. (Hydro only)	Project Name
1.	Hydroelectric / Shasta Area	2661	Hat Creek
2.		2687	Pit #1
3.		233	Pit #3, #4, #5
4.		2106	McCloud Pit
5.		1121	Battle Creek
6.		606	Kilarc-Cow Creek
7.	Hydroelectric / DeSabra Area	803	DeSabra-Centerville
8.		NA	Miocene
9.		NA	Hamilton Branch
10.		2105	Upper North Fork Feather River
11.		1962	Rock Creek-Cresta
12.		619	Bucks Creek
13.		2107	Poe
14.		77	Potter Valley
15.	Hydroelectric/Drum Area	2310	Drum Spaulding
16.	Hydroelectric / Motherlode Area	137	Mokelumne River
17.		2130	Spring Gap-Stanislaus
18.		1061	Phoenix
19.	Hydroelectric / Kings-Crane Valley Area	1354	Crane Valley
20.		96	Kerckhoff
21.		1988	Haas-King
22.		175	Balch
23.	Hydroelectric / Helms Area	2735	Helms
24.	Natural Gas	NA	Colusa Generating Station

	Facility Type / Area	FERC License Project No. (Hydro only)	Project Name
25.		NA	Gateway Generating Station
26.		NA	Humboldt Bay Generating Station
27.	PV Solar	NA	Vaca Dixon Solar Station
28.		NA	Five Points Solar Station
29.		NA	Stroud Solar Station
30.		NA	Westside Solar Station
31.		NA	Huron Solar Station
32.		NA	Cantua Solar Station
33.		NA	Giffen Solar Station
34.		NA	Gates Solar Station
35.		NA	West Gate Solar Station
36.		NA	Guernsey Solar Station
37.		NA	AT&T Park Solar Arrays
38.	Battery	NA	Elkhorn Battery Storage

Schedule 2.2(f)

Assumed Contracts

1. Agreements set forth in the FERC Hydro Project Licenses, including the following: Coordinated Operations Agreements, Headwater Benefits Agreements, biological, environmental, cultural and recreation related agreements with Governmental Authorities

2. Settlement agreements associated with FERC Hydro Project Licenses, including the following:

- Settlement Agreements associated with specific FERC Hydro Project Licenses such as the Spring Gap Stan Settlement Agreement, Habitat Expansion Agreements, the Grizzly Development and Mokelumne Settlement Agreement, and the Mokelumne Relicensing Settlement Agreement
- Settlement Agreements associated with currently pending License Applications before FERC such as McCloud Pit and Upper North Fork Feather River
-

3. Wheeling and Water Delivery & Sales Agreements; Coordinated Operations Agreements; Wheeling Agreement; Water Purchase Agreements; in each case, including the Contracts set forth on Annex A

4. Memorandums of Understanding such as Battle Creek Salmon and Steelhead Habitat Restoration Project

5. Road Maintenance Agreements

6. Cloud Seeding Site Agreements

7. Timber Sales Contracts

8. Joint Pole Use Agreements, Shared Facility Agreements

9. Operations and Maintenance Agreements for 3rd Parties

10. Building/Facility Rentals/Local Services

Annex A (to Schedule 2.2(f))²

Wheeling and Water Delivery & Sales Agreements; Coordinated Operations Agreements;
Wheeling Agreements; Water Purchase Agreements

1) City of Santa Clara (Santa Clara)

- a) Grizzly Development and Mokelumne Settlement Agreement, dated as of March 8, 1990, by and between PG&E and Santa Clara
- b) Grizzly Operation and Maintenance Agreement, dated as of June 5, 2002, by and between PG&E and Santa Clara, as amended by that certain Amendment No. 1 to the Agreement between Santa Clara and PG&E, dated as of September 17, 2008, and as further amended by that certain Amendment No. 2 to the Agreement between the Santa Clara and PG&E

2) Nevada Irrigation District (NID)

- a) Coordinated Operations Agreement, dated as of November 27, 2018, by and between PG&E and NID.
- b) Rock Creek Reservoir Operating Agreement, dated as of April 9, 2018, by and between PG&E and NID.
- c) Deer Creek Development Wheeling Agreement, dated as of November 27, 2018, by and between PG&E and NID.

3) Placer County Water Agency (PCWA)

- a) Water Supply Agreement, dated as of February 27, 2015, by and between PG&E and PCWA.
- b) Purchase Agreement, dated as of November 17, 1982, by and between PG&E and PCWA, as supplemented by that certain Letter, dated as of December 9, 1982, from PG&E to PCWA regarding clarifications to Purchase Agreement.
- c) Letter, dated as of June 4, 1997, from PG&E to PCWA regarding the connection of Allpro, Inc. as a PCWA customer served from PG&E's facilities on the Middle Fiddler Green Canal.
- d) Letter Agreement, dated as of October 22, 1998, by and between PG&E and PCWA regarding provision of water for Winchester Planned Community.

² The Contracts set forth on this Annex A are not intended to represent a complete list of the Assumed Contracts described in Item 3 of Schedule 2.2(f). PG&E will continue to update this Annex A so it is complete as of the Closing Date.

- 4) Agreement, dated as of November 22, 1994, by and between PG&E, NID, and the Sugar Bowl Corporation
- 5) Coordinated Operations Agreement, dated as of April 28, 2005, by and among Oakdale Irrigation District, South San Joaquin Irrigation District, Tri-Dam Power Authority, and PG&E, as amended by that certain Amendment to the Coordinated Operations Agreement, dated May 2, 2013
- 6) Agreement, dated June 14, 1909, by and among Miller & Lux, Incorporated, Las Animas and San Joaquin Land Company, Incorporated, California Pastoral & Agricultural Company, Limited and PG&E (as successor in interest to San Joaquin Light & Power Company)
- 7) Agreement by PG&E with Kings River Irrigation Interests for Power Use of the Waters of Kings River, dated as of December 20, 1954, by and between PG&E and Kings River Water Association, as amended by that certain Agreement Supplementing and Amending Agreement by PG&E with Kings River Irrigation Interests for Power Use of the Waters of Kings River dated December 20, 1954, dated as of January 18, 1972, and as further amended by that certain Memorandum of Understanding Between Kings River Water Association and PG&E For Improved Coordination of Operations at Pine Flat and Power Project Reservoirs, dated as of May 28, 1999
- 8) Agreement, dated as of March 30, 1936, between Potter Valley Irrigation District and PG&E, as amended from time to time.
- 9) Letter agreement, dated as of December 14, 1993, between Northern California Power Agency (NCPA) and PG&E regarding snow survey data.
- 10) Amador County Water Agency (Amador)
 - a) Stipulation and Agreement between PG&E and the Amador filed in the Superior Court of California, County of Amador on March 13, 1985, and all amendments thereto
 - b) Second Amended Agreement Concerning the Amador Water System Transmission Project, dated as of January 31, 2004, between Amador and PG&E; Agreement Concerning the Amador Water System Transmission Project, dated as of December 16, 1993, between Amador and PG&E
 - c) Fourth Amended Contract, dated as of December 13, 2012, between PG&E and Amador
 - d) Agreement Regarding Transfer of Customer-Owned Water Facilities at Tiger Creek, dated as of December 13, 2012, between PG&E and Amador
- 11) Tuolumne Utility District (TUD)
 - a) Purchase Agreement, dated as of June 3, 1983, between Tuolumne Utility District and PG&E
 - b) Agreement, dated as of August 2, 2000, by and between PG&E and TUD.

- 12) Glenn-Colusa Irrigation District Water Purchase Agreement, dated December 11, 2008.
- 13) Water Purchase and Sale Agreement, dated as of August 15, 2022, between George and Shirley McArthur and PG&E
- 14) Water Purchase and Sale Agreement, dated as of August 15, 2022, between Craig and Kenneth McArthur and PG&E
- 15) Agreement, dated as of June 8, 2001, by and between NID, PG&E and Donner Summit Public Utility District
- 16) Agreement, dated as of May 5, 1998, between Nevada Irrigation District, Auburn Ski Club and PG&E
- 17) Agreement, dated April 20, 1984 and extended annually under the Extension Agreement dated September 30, 1996, between Madera Irrigation District and PG&E
- 18) The consent to assignment dated August 30, 1988 consenting to the delivery of water to Del Oro Water Company under previous Agreement, dated as of July 24, 1981, between Stirling Bluffs Corporation and PG&E; as amended by that certain supplement dated as of November 19, 1991; as amended by that certain agreement dated as of September 17, 1999; and amended by that certain agreement dated as of October 26, 2000

Schedule 2.2(g)

Tangible Personal Property

1. Office Building(s):
 - a. Office furniture, including desks, tables, chairs, and filing cabinets;
 - b. Office equipment and appliances, including printers, microwave ovens, trash cans, fans and refrigerators;
 - c. Safety equipment, including fire extinguishers.
2. Powerhouse(s) (applicable for certain hydroelectric generation facilities):
 - a. Spare equipment, including spare materials, spare parts, and consumables (e.g., nuts, bolts, fittings);
 - b. Office furniture, including tables, desks, chairs, filing cabinets, miscellaneous office supplies and equipment;
 - c. Safety equipment, including fire extinguishers, spill control and prevention equipment, hazardous materials spill clean-up equipment, and other miscellaneous safety equipment;
 - d. Tools and supplies, including toolboxes, tool carts, wrenches, wheel barrows, oil drums, disk sanders, work benches, drill presses, table saws, pedestal grinders, air compressors, ladders, miscellaneous hand tools, welders, oxygen acetylene cart, temperature and humidity data loggers (e.g., Vaisala and Handar sensor / logger), and custom tools (e.g., tool board with assortment of slugging wrenches switching stick, watershed-assigned radio);
 - e. Storage items, including storage cabinets, flammable items cabinet, emergency supplies cabinet, and miscellaneous parts (bolts, pipe fittings);
 - f. Stations, including eye wash stations, lock out tag out stations, and first aid centers;
 - g. Machinery and equipment, including vehicle refueling tanks, pumps, pipelines, fittings, trucks, tractors, trailers and other vehicles;
 - h. Files located on-site, including drawings, manuals, procedures, logbooks, other hardcopy reference.
3. Service Yard(s) (applicable for certain hydroelectric generation facilities): lumber; flume sheets; hardware; batteries; gravel; soil.
4. Canal(s) (applicable for certain hydroelectric generation facilities): thermal electric generator/propane tank; radio transmitting unit; solar panels/batteries; shotgun gates and telemetry; float well cabinets.
5. Guest/Employee Housing and Recreation Facilities (applicable for certain hydroelectric generation facilities): furniture and appliances; recreation equipment.
6. Mechanics Garages and Fueling Stations(applicable for certain hydroelectric generation facilities):
 - a. Tools, equipment, parts and fluids used to maintain vehicles and equipment
 - b. Gas pumps and fuel;

- c. Propane storage equipment, such as tanks, propane and associated equipment to fill/dispense.
- 7. Water and Sewer Treatment Facilities (applicable for certain hydroelectric generation facilities): Chemicals and equipment required to operate and maintain such facilities.
- 8. Backup Diesel Generator(s): all tools, equipment and fuel required to operate and maintain such generators.
- 9. Fossil / Natural Gas Plants (Colusa; Gateway; Humboldt Bay):
 - a. Equipment, including vehicle refueling tanks, pumps, pipelines, fittings, trucks, tractors, trailers and other vehicles, fossil generating equipment, cooling towers, electrical power transformers, and furniture;
 - b. Materials, supplies and critical spare parts, including maintenance, shop and office supplies on hand at the facilities, tools, safety and control valves, temperature switches, pressure switches, signal converter, flow switches, pressure switches, temperature switches, and fuel supplies;
 - c. Storage equipment, including storage tanks.
- 10. Solar Stations: equipment, communications enclosures, weather stations, switchgear.
- 11. Elkhorn Battery Energy Storage System:
 - a. Equipment, including transformers, cable, switches, capacitor breakers, regulators, relays, reclosers, fuses, interrupters, reactors, arrestors, resistors, insulators, instrument transformers, and telemetry unit.

Schedule 2.2(i)

Generation Business Records

Operation and Maintenance Records

- Flow and Generation Records
- Generation Outage History
- Maintenance Records (including SAP equipment descriptions/work history)
- Equipment Testing Reports and Logbooks (e.g., oil test results, relay test reports, startup and test data, battery test logbook, etc.)
- O&M Books and Manuals (e.g., description of operation, manufacturer books, etc.)
- Other Records (e.g., Operator read sheets, Operator inspections, Operator logbooks, water diversion records, etc.)
- Emergency Action Plan (EAP)

Engineering and Project Management Records

- Powerhouse Equipment Data Sheet
- Powerhouse Prints (equipment drawings/diagrams)
- OEM/Vendor Drawings
- Engineering Project Design Records
- Project Implementation Records
- Other Records (e.g., Engineering Studies, ARC Flash Label/Study, Ground Grid Study, etc.)

Asset Management Records

- Civil Infrastructure Inspections / Asset Condition Records
- Electrical / Mechanical Infrastructure Inspections / Asset Condition Records
- Dam Safety Records (part 12 inspections, etc.)
- Transmission and Distribution Line Inspections (for T&D owned by Pacific Generation)

Licensing and Water Rights Records

- FERC License Compliance Records (including SAP notifications)
- Water Rights Records

Land and Environmental Records

- Land Rights Documents
- Conservation Easement and Related Documents
- Environmental Plans and Permits
- Pressure Vessel Permit

Financial

- Historic Financial/Cost Records (including SAP cost data)
- Long-term Plan Records
- Portfolio Valuation Records
- Other Regulatory records (FERC, CPUC, CAISO, NERC, CEC etc.)

Schedule 2.2(j)

Construction Work In Progress

[To set forth Construction Work In Progress at or around the Closing Date.]

Schedule 2.2(k)

Permits

Agency	Permit Type / Regulatory Requirement
Army Corps of Engineers (ACOE)	Clean Water Act Section 404 Verification/Permit: <ul style="list-style-type: none"> • Nationwide Permit (NWP) • Regional General Permit (RGP) • Letter of Permission (LOP) • Individual Permit (IP)
California Dept of Fish and Wildlife (CDFW)	<ul style="list-style-type: none"> • Lake and Streambed Alteration Agreement (LSAA) • Consistency Determination (CD) • Incidental Take Permit (ITP) • California Endangered Species Act (CESA) Safe Harbor Agreement • Scientific Collecting Permit (SCP)
California Energy Commission (CEC)	Licenses/certifications for fossil generating stations
California Department of Transportation (CalTrans)	<ul style="list-style-type: none"> • Encroachment Permit • Traffic Control Plan
Certified Unified Program Agencies (CUPAs, typically County)	Permit to Operate (PTO) for storage of Hazardous Materials and the Generation, Handling and Disposal of Hazardous Waste

Agency	Permit Type / Regulatory Requirement
Air Pollution Control Districts (APCDs) & Air Quality Management Districts (AQMDs) (at the County level or Air Basins across multiple local jurisdictions)	<ul style="list-style-type: none"> • Title V Clean Air Act Permit To Operate Facilities with Major Source of Air Pollution • Permit to Operate Stationary Generators • Permit to Operate Gasoline Dispensing Facilities
County Environmental Health Agencies	<ul style="list-style-type: none"> • Drinking Water Permit to Operate (PTO) • Well Drilling Permit / Well Destruction Permit • Onsite Wastewater Treatment System (OWTS) (i.e., Septic) Permit / OWTS Abandonment Permit • Wildfire Debris Removal Requirements
County and/or City Planning and Public Works Departments	<ul style="list-style-type: none"> • Grading / Development Permit • Building/Foundation Permit • Land Use Permit / Conditional Use Permit • Stormwater Control Plan Permit • Encroachment Permit / Traffic Control Plan • Surface Mining and Reclamation Act (SMARA) (Mining and Reclamation Plan) Permit
County Tax Assessor	Quarterly reporting and payment of Transient Occupancy Taxes (TOTs)
Sanitary Districts (City / County / Regional)	Wastewater Discharge Permit
California Environmental Protection Agency	California Accidental Release Prevention (CalARP) Risk Management Plan (RMP)
US Environmental Protection Agency (USEPA)	<ul style="list-style-type: none"> • Risk Management Program Plans (RMP) • Title IV Clean Air Act (Acid Rain Authorizations) • Spill Prevention, Control, and Countermeasure (SPCC) Plans (Clean Water Act requirements)

Agency	Permit Type / Regulatory Requirement
State Housing and Community Development	Permit to Operate (PTO)
US Fish and Wildlife Service (USFWS)	<ul style="list-style-type: none"> • ESA Section 10-10(a)1(A) Take Permit for Research or Enhancement • ESA Section 10 Safe Harbor Agreement
US Forest Service (USFS)	<ul style="list-style-type: none"> • Granger-Thye Permit • Memorandum of Agreement, Understanding (MOA, MOU) • Operating Agreements, Plan (OA, OP) • Archeological Resources Protection Act (ARPA) Permit • Special Use Permit (SUP) • Temporary Special Use Permit • Easement
Water Boards, inclusive of State Water Resources Control Board (SWRCB) and Regional Water Quality Control Boards (RWQCBs)	<ul style="list-style-type: none"> • State Porter-Cologne Act Waste Discharge Requirements (WDRs), including Construction Stormwater Discharge to Land, wastewater treatment facilities, etc. • Clean Water Act Section 402 National Pollutant Discharge Elimination System (NPDES) Permits, including NPDES Construction General Permit NPDES Industrial General Permit, Individual (facility-specific) NPDES Permits • Drinking Water System Permit
California Department of Toxic Substances Control (DTSC)	<ul style="list-style-type: none"> • EPA ID Numbers - Hazardous Waste Generator Authorization & Tracking.

Agency	Permit Type / Regulatory Requirement
California Air Resources Board (CARB)	<ul style="list-style-type: none"> • Portable Equipment Registration Program (PERP) • Green House Gas Mandatory Reporting Regulation
Federal Energy Regulatory Commission	Hydroelectric Licenses

Schedule 2.2(l)

Water Rights

All water rights associated with the facilities identified in Schedule 2.2(a), which include:

- Riparian water rights
- Pre-1914 appropriative water rights
- Permits or licenses granting post-1914 appropriative water rights
- Decrees or judgments associated with adjudicated water rights

See attached chart.

PG&E only Watersheds
Pacific Gas and Electric Company's Water Rights

Owner of right	Appl No.	Lic or (Per) No.	SWDU No.	Priority /first use	Gage	FERC #	River System	storage (af)	Dir Diversion		Season		Description (Name of Works)	Point of Diversion	Place of Use	Type of use	Water Right Class
									amount	units	begin date	end date					
PG&E			828	1903	CB 87	606	Cow		52	cfs			Kilarc Canal below intake	Old Cow Creek	Kilarc Powerhouse	P	Pre 1914
PG&E			829	1904	CB 88	606	Cow		50	cfs			S. Cow Creek Canal, below intake	South Cow Creek	Cow Creek Powerhouse	P	Pre 1914
PG&E			830	1909	CB 11	1121	Battle	1012					North Fork Battle Creek Reservoir	North Fork Battle Creek	Battle Creek Powerhouses	P	Pre 1914
PG&E			831	1909	CB 14	1121	Battle	430					Macumber Reservoir	North Fork Battle Creek	Battle Creek Powerhouses	P	Pre 1914
PG&E			832	1880	CB 19	1121	Battle		45	cfs			Al Smith Canal above Millseat Crk. Jnctn.	North Fork Battle Creek	Volta 1&2, South, Inskip, Coleman PHs	P	Pre 1914
PG&E			833	1883	CB 21	1121	Battle		45	cfs			Keswick Canal	North Fork Battle Creek	Volta 1&2, South, Inskip, Coleman PHs	P	Pre 1914
PG&E			834	1900	CB 23	1121	Battle		70	cfs			Lower Mill Creek Canal	Millseat Creek	Volta 1&2, South, Inskip, Coleman PHs	P	Pre 1914
PG&E			836	1910	CB 31	1121	Battle		50	cfs			North Battle Creek Feeder, to Cross County Canal	North Fork Battle Creek	South, Inskip and Coleman PHs	P	Pre 1914
PG&E			837	1910	CB 34	1121	Battle		100	cfs			South Battle Creek Canal	South Fork Battle Creek	South, Inskip and Coleman PHs	P	Pre 1914
PG&E			838	1910	CB 35	1121	Battle		35	cfs			Soap Creek Feeder to S Battle Creek Canal	Soap Creek	South, Inskip and Coleman PHs	P	Pre 1914
PG&E			839	1910	CB 39	1121	Battle		200	cfs			Inskip Canal	South Fork Battle Creek	Inskip and Coleman Powerhouses	P	Pre 1914
PG&E			840	1910	CB 43	1121	Battle		70	cfs			Eagle Canyon Canal	North Fork Battle Creek	Inskip and Coleman Powerhouses	P	Pre 1914
PG&E			841	1910	CB 46	1121	Battle		280	cfs			Coleman Canal	South Fork Battle Creek	Coleman Powerhouse	P	Pre 1914
PG&E			842	1910	CB 50	1121	Battle		45	cfs			Asbury Pump Line	Baldwin Creek	Coleman Powerhouse	P	Pre 1914
PG&E			843	1865	CB 54	1121	Battle		20	cfs			Loomis Mill Ditch, near head	Bailey Creek	Volta Powerhouse	P	Pre 1914
PG&E			844	1910	CB 63	1121	Battle		20	cfs			Millseat Creek Div to Cross County Canal	Millseat Creek	South, Inskip and Coleman PHs	P	Pre 1914
PG&E			845	1910	CB 64	1121	Battle		25	cfs			Ripley Creek Feeder to Cross County Canal	Ripley Creek	South, Inskip and Coleman PHs	P	Pre 1914
PG&E			846	1870	CB 65	1121	Battle		4	cfs			Shingle Creek Canal near head	Ash Creek	Volta 1&2, South, Inskip, Coleman PHs	P	Pre 1914
PG&E			847	1910	CB 69	1121	Battle		20	cfs			Digger Creek feeder to Cross-County Canal	Digger Creek	South, Inskip and Coleman PHs	P	Pre 1914
PG&E			848	1907	CB 70	1121	Battle		5	cfs			Lower Ripley Creek Feeder to Inskip Canal	Ripley Creek	Inskip Powerhouse	P	Pre 1914

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PG&E			849	1907	CB 95	606	Cow		20	cfs			Mill Creek Canal	Mill Creek	Cow Creek Powerhouse	P	Pre 1914
PG&E			850	1907	CB 44	1121	Battle		10	cfs			Eagle Canyon Canal feeder	Tributary to North Battle Creek	Inskip & Coleman PHs	P	Pre 1914
PG&E			851	1907	CB 44	1121	Battle		10	cfs			Eagle Canyon Canal feeder	Tributary to North Battle Creek	Inskip & Coleman PHs	P	Pre 1914
PG&E			852	1907	CB 44	1121	Battle		10	cfs			Eagle Canyon Canal feeder	Tributary to North Battle Creek	Inskip & Coleman PHs	P	Pre 1914
PG&E			853	1907	CB 44	1121	Battle		10	cfs			Eagle Canyon Canal feeder	Tributary to North Battle Creek	Inskip & Coleman PHs	P	Pre 1914
PG&E			854	1907	CB 44	1121	Battle		3	cfs			Eagle Canyon Canal feeder	Rice Springs	Inskip & Coleman PHs	P	Pre 1914
PG&E			855	1880	CB 80	1121	Battle		10	cfs			Rice-Bauer Ditch	Digger Creek	Inskip & Coleman PHs	P,I	Pre 1914
PG&E			856	1907	CB 81	1121	Battle		10	cfs			Upper Ripley Creek Feeder to Cross Country Canal	Ripley Creek	South, Inskip and Coleman PHs	P	Pre 1914
PG&E			857	1883	CB 82	1121	Battle		3	cfs			Keswick Canal feeder	Tributary to North Fork Battle Creek	Volta 1&2, South, Inskip, Coleman PHs	P	Pre 1914
PG&E			858	1883	CB 83	1121	Battle		10	cfs			Keswick Canal feeder	Berry Creek	Volta 1&2, South, Inskip, Coleman PHs	P	Pre 1914
PG&E			859	1883	CB 84	1121	Battle		10	cfs			Keswick Canal feeder	Galloping Creek	Volta 1&2, South, Inskip, Coleman PHs	P	Pre 1914
PG&E			860	1883	CB 85	1121	Battle		10	cfs			Keswick Canal feeder	Millsseat Creek	Volta 1&2, South, Inskip, Coleman PHs	P	Pre 1914
PG&E			861	1883	CB 86	1121	Battle		10	cfs			**** SWDU needs correction	Brush Creek	Volta 2, South, Inskip, Coleman PHs	P	Pre 1914
PG&E			862	1903	CB 25	1121	Battle		5	cfs			Baldwin - Lake Grace Canal near head	Baldwin Creek	Volta 1&2, South, Inskip, Coleman PHs	P	Pre 1914
PG&E			865	1909	CB 100	1121	Battle		200	gpm			Inskip Domestic System	Tributary to North Fork Battle Creek	Inskip Powerhouse	D,II	Pre 1914
PG&E			867	1900	CB 102	1121	Battle		150	gpm			Volta Domestic Supply	Tributary to North Fork Battle Creek	Volta Powerhouse	D,II	Pre 1914
PG&E			869	1901		606	Cow		200	gpm			Kilarc domestic supply	trib to Cow Creek	Kilarc Powerhouse	D,II	Pre 1914
PG&E			870	1944	PH 69	233	Pit		4200	cfs			Pit 5 Tunnel	Pit River	Pit 5 Powerhouse	P	Riparian

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									amount	units	begin date	end date					
PG&E			871	1921	PH 53	2661	Pit		600	cfs			Hat Creek #1 Canal	Hat Creek	Hat Creek No. 1 Powerhouse	P	Riparian
PG&E			872	1921	PH 54	2661	Pit		700	cfs			Hat Creek #2 Canal	Hat Creek	Hat Creek No. 2 Powerhouse	P	Riparian
PG&E			873	1922	PH 55	2687	Pit		1800	cfs			Pit 1 Powerhouse Intake	Fall River	Pit 1 Powerhouse	P	Riparian
PG&E			886	1910	PH 81	2661	Pit		10	cfs			Fish Hatchery Diversion	Rock Creek tributary to Hat Creek	Crystal Lake Fish Hatchery	FC,D,I	Pre 1914
PG&E			888	1877	BW 1	803	Butte-WB Feather	1196					Round Valley Reservoir on dam	West Branch Feather River	DeSabra & Centerville Powerhouse	P	Pre 1914
PG&E			889	1871	BW 8	803	Butte-WB Feather		125	cfs			Hendricks Canal near intake	West Branch Feather River	DeSabra & Centerville Powerhouse	P	Pre 1914
PG&E			890	1857	BW 14	803	Butte-WB Feather		95	cfs			Butte Creek Canal near intake	Butte Creek	DeSabra Powerhouse, some irrig.	P,I	Pre 1914
PG&E			891	1872	BW 20	803	Butte-WB Feather		180	cfs			Centerville Canal near head	Butte Creek	Centerville Powerhouse	P,I	Pre 1914
PG&E			892	1865	BW 24		WB Feather		75	cfs			Miocene Canal near head (new loc)	West Branch Feather River	Lime Saddle & Coal Canyon PHs	P,I,D	Pre 1914
PG&E			893	1857	BW 53	803	Butte-WB Feather		5	cfs			Inskip Creek Feeder to Butte Canal	Inskip Creek	DeSabra Powerhouse	P,I	Pre 1914
PG&E			897	1870	BW 57	803	Butte-WB Feather		2	cfs			Kelsey Cr. feeder - Butte Canal	Kelsey Creek	DeSabra Powerhouse	P,I	Pre 1914
PG&E			901	1870	BW 61	803	Butte-WB Feather		40	cfs			Clear Crk feeder - Butte Canal	Clear Creek	DeSabra Powerhouse	P,I	Pre 1914
PG&E			911	1871	BW 72	803	Butte-WB Feather		130	cfs			Hendricks Canal Diversion	Long Ravine	De Sabla Powerhouse	P	Pre 1914
PG&E			912	1871	BW 73	803	Butte-WB Feather		5	cfs			Hendricks Canal Feeder	Little West Branch	De Sabla Powerhouse	P	Pre 1914
PG&E			913	1871	BW 74	803	Butte-WB Feather		5	cfs			Hendricks Canal Feeder	Cunningham Ravine	DeSabra Powerhouse	P	Pre 1914
PG&E			916	1865	BW 77		WB Feather		3	cfs			Upper Miocene Canal Feeder	At Station 285 + 73	Lime Saddle & Coal Canyon PHs	P,I,D	Pre 1914
PG&E			917	1872	BW 21	803	Butte-WB Feather		180	cfs			Centerville Canal	Helltown Ravine trib. to Butte Creek	Centerville Powerhouse	P	Pre 1914
PG&E			922	1902	NF 1	2105, 1962, 2107	NF Feather	1,142,964					Lake Almanor	North Fork Feather River	Butt Valley, Caribou, Oak Flat, Belden, Rock Creek, Cresta, & Poe PHs, & Sacramento Valley	P,I,D	Pre 1914

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									amount	units	begin date	end date					
PG&E			923	1902	NF 8	2105, 1962, 2107	NF Feather	49,897					Butt Valley Reservoir	Butt Creek	Caribou, Oak Flat, Belden, Rock Creek, Cresta, & Poe PHs, & Sacramento Valley Irrigation	P,I	Pre 1914
PG&E			924	189-	NF 5	2105	NF Feather		10	cfs			Wallack Ditch	Butt Creek		I	Pre 1914
PG&E			926	1926	NF 43		NF Feather	24000					Mt. Meadows Reservoir	Hamilton Branch	Hamilton Branch PH	P,I	Prescriptio n
PG&E			927	1926	NF 45		NF Feather		200	cfs			Hamilton Branch Flume	Hamilton Branch	Hamilton Branch PH	P	Riparian
PG&E			928	1926	NF 110		NF Feather		35	cfs			Red Bridge Pump	Hamilton Branch	Hamilton Branch PH	P	Riparian
PG&E			929	1926	NF 109		NF Feather		30	cfs			Clear Creek Feeder	Hamilton Branch	Hamilton Branch PH	P	Riparian
PG&E			931	1902	NF 63	2105	NF Feather		1000	cfs			Butt Valley Reservoir	Caribou #1 PH	Caribou #1 PH	P	Pre 1914
PG&E			932	1958	NF 263	2105	NF Feather		1350	cfs			Caribou PH #2 (#4+#5 units)	Butt Valley Reservoir	Caribou #2 PH	P	Riparian and Pre 1914
PG&E			933	1913	NF 71	2105	NF Feather		2000	cfs			Butt Valley PH diversion	North Fork Feather River	Butt Valley PH	P	Pre 1914
PG&E			934	1855	YB 1	2310	Yuba-Bear	207					Upper Rock Lake	Rock Creek	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			935	1855	YB 2	2310	Yuba-Bear	48					Lower Rock Lake	Rock Creek	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			936	1852	YB 3	2310	Yuba-Bear	953					Culbertson Lake	Texas Creek	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			937	1870	YB 4	2310	Yuba-Bear	18					Upper Lindsey Lake	Lindsey Creek	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			938	1870	YB 5	2310	Yuba-Bear	110					Middle Lindsey Lake	Lindsey Creek	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			939	1870	YB 6	2310	Yuba-Bear	293					Lower Lindsey Lake	Lindsey Creek	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			940	1875	YB 7	2310	Yuba-Bear	739					Feeley Lake	Lake Creek	Yuba Bear PH & other Place city users	P,I,D,PS	Pre 1914
PG&E			941	1875	YB 8	2310	Yuba-Bear	150					Carr Lake	Lake Creek	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			942	1870	YB 9	2310	Yuba-Bear	1163					Blue Lake	Rucker Creek	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			943	1870	YB 10	2310	Yuba-Bear	648					Rucker Lake	Rucker Creek	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914

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									amount	units	begin date	end date					
PG&E			944	1852	YB 15	2310	Yuba-Bear	74773					Lake Spaulding	South Yuba River	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			945	1864	YB 17	2310	Yuba-Bear	4835					Meadow Lake	Tributary to Fordyce Creek	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			946	1850	YB 18	2310	Yuba-Bear	570					White Rock Reservoir	White Rock Creek	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			948	1855	YB 20	2310	Yuba-Bear	1505					Kidd Lake	Tributary to South Yuba River	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			949	1855	YB 21	2310	Yuba-Bear	1736					Upper Peak Lake	Tributary to South Yuba River	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			950	1860	YB 22	2310	Yuba-Bear	484					Lower Peak Lake	Tributary to South Yuba River	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			951	1877	YB 23	2310	Yuba-Bear	1764					Sterling Lake	Sterling Creek	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			952	1887	YB 27	2310	Yuba-Bear	7964					Lake Valley Reservoir	Lake Valley Creek	Yuba Bear PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			953	1865	YB 28	2310	Yuba-Bear		800	cfs			Drum Canal Intake	South Yuba River	Drum Powerhouse	P,I,D,PS	Pre 1914
PG&E			954	1853	YB 31	2310	Yuba-Bear		165	cfs			South Yuba Canal	South Yuba River	Deer Creek PH & Nev & Placer city users	P,I,D	Pre 1914
PG&E			955	1853	YB 36	2310	Yuba-Bear		40	cfs			Lake Valley Canal	NF of North Fork American River	Drum Powerhouse	P,I,D	Pre 1914
PG&E			957	1852	YB 50	2310	Yuba-Bear		475	cfs			Bear River Canal Intake	Bear River	Halsey PH & other Placer city users	P,I,D,PS	Pre 1914
PG&E			960	1863	YB 117	2310	Yuba-Bear		50	cfs			Towle Canal 500 ft below head	Canyon Creek	Alta PH & Placer county service area	P,I,D,PS	Pre 1914
PG&E			961	1864	YB 184	2310	Yuba-Bear		60	cfs			Boardman Canal below Alta PH	Little Bear River	Placer county service area	I,D	Pre 1914
PG&E			964	1865	YB 219	2310	Yuba-Bear		10	cfs			Feeder to Drum Canal	Tributary to Bear River	Drum Powerhouse	P	Pre 1914
PG&E			965	1853	YB 214	2310	Yuba-Bear		10	cfs			So. Yuba Canal Sta. 40+08 to 55+83	Tributary to Bear River	Deer Creek Powerhouse	P,I	Pre 1914
PG&E			968	1917	YB 226	2310	Yuba-Bear	550	19.98	cfs			Inflow to Rock Creek Reservoir	Rock trib to Bear Creek	Wise PH & other Placer county uses	P,I,D	Prescriptio n
PG&E			969	1917	YB 227	2310	Yuba-Bear		6.87	cfs			Inflow to Halsey Afterbay	Dry Creek	Wise PH & other Placer county uses	P,I,D	Prescriptio n
PG&E			970	1853	YB 217	2310	Yuba-Bear		10	cfs			South Yuba Canal - Sta 637+20	Tributary to Bear River	Deer Creek Powerhouse	P,I	Pre 1914

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									amount	units					
*Data as of Jan 5, 2022															
Season															
begin date															
end date															
PG&E			977	1875	M 1	137	Mokelumne	7300			Upper Blue Lake	Blue Creek	Mokelumne PH & uses near Jackson	P,I,D	Pre 1914
PG&E			978	1885	M 2	137	Mokelumne	5091			Lower Blue Lake	Blue Creek	Mokelumne PH & uses near Jackson	P,I,D	Pre 1914
PG&E			979	1898	M 4	137	Mokelumne	1207			Twin Lakes	Blue Creek	Mokelumne PH & uses near Jackson	P,I,D	Pre 1914
PG&E			980	1903	M 5	137	Mokelumne	5656			Meadow Lake	Snow Canyon	Mokelumne PH & uses near Jackson	P,I,D	Pre 1914
PG&E			981	1900	M 7	137	Mokelumne	6959			Upper Bear Reservoir	Bear River	Mokelumne PH & uses near Jackson	P,I,D	Pre 1914
PG&E			982	1855 to 1873	M 20	137	Mokelumne		30	cfs	Amador Canal	Lake Tabaud	Amador Canal service area	I,D	Pre 1914
PG&E			983	1855	M 37	137	Mokelumne		750	cfs	Tiger Creek at regulator	Tiger Creek	Tiger Creek PH, irr & dom by ACWA	P,I,D	Pre 1914
PG&E			984	1855	M 64	137	Mokelumne		750	cfs	West Point Tunnel	NF Mokelumne River	West Point & Electra PHs, irr & dom by ACWA	P,I,D	Pre 1914
PG&E			985	1855	M 65	137	Mokelumne		900	cfs	Electra Tunnel	NF Mokelumne River	Electra PH & Amador Canal service area	P,I,D	Pre 1914
PG&E			992	1909	S 1	2130	Stanislaus	15,554			Relief Reservoir	Relief Creek	Stanislaus River Powerhouse	P	Pre 1914
PG&E			993	1856	S 5	2130, 1061	Stanislaus	18,312			Pinecrest Lake (Strawberry Reservoir)	South Fork Stanislaus River	Stanislaus PH and Tuolumne Canal System	P,I,D	Pre 1914
PG&E			994	1908	S 103	2130	Stanislaus		575	cfs	Stanislaus Tunnel (Sandbar Diversion)	Middle Fork Stanislaus River	Stanislaus PH	P	Pre 1914
PG&E			995	1851	S 17	1061	Stanislaus		52	cfs	Tuolumne Canal	South Fork Stanislaus River	Phoenix PH, irr & dom. uses in Tuolumne	P,I,D	Pre 1914
PG&E			1010	1905	E 16	77	Eel		340	cfs	Potter Valley PH diversion	Eel River	Potter Valley Powerhouse	P,I	Pre 1914
PG&E			1011	1914	JT 1	1333	Tule		75	cfs	Tule River Conduit nr Springville	NF of Middle Fork Tule River	Tule Powerhouse	P	Pre 1914
PG&E			1012	1914	JT 3	1333	Tule		15	cfs	Hossack Creek Diversion	Hossack Creek	Tule Powerhouse	P	Pre 1914
PG&E			1013	1898	W 21	1354	Crane Valley	357			Chilkoot Lake	Chilkoot Creek	Willow Creek & Kerckhoff PHs	P	Pre 1914
PG&E			1014	1898	W 2	1354	Crane Valley	45,410			Bass Lake (Crane Valley)	North Fork Willow Creek	Willow Creek & Kerckhoff PHs	P	Pre 1914
PG&E			1015	1904	W 11	1354	Crane Valley		160	cfs	Number 2 Conduit	North Fork Willow Creek	San Joaquin 2.1 & 1A Powerhouses	P	Pre 1914

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PG&E			1016	1894	W 12	1354	Crane Valley		103	cfs			South Fork Diversion Canal	South Fork Willow Creek	San Joaquin 1A & Wishon Powerhouses	P	Pre 1914
PG&E			1017	1909	W 1	1354	Crane Valley		100	cfs			Browns Creek Canal at Bass Lake	South Fork Willow Creek	Willow Creek Powerhouse	P	Pre 1914
PG&E			1018	1904	W 4	1354	Crane Valley		150	cfs			PG&E Conduit #3 near Bass Lake	Crane Valley Reservoir (Bass Lake)	San Joaquin #3 Powerhouse	P	Pre 1914
PG&E			1019	1894	W 14	1354	Crane Valley		150 (100?)	cfs			North Fork Diversion to #1 Conduit	North Fork Willow Creek	San Joaquin 1A & Wishon Powerhouses	P	Pre 1914
PG&E			1020	1906	CB 1	606	Cow		7.5	cfs			South Canyon Creek Canal	South Canyon Creek	Kilarc Powerhouse	P	Pre 1914
PG&E			1251	1904		803	Butte-WB Feather		9.3	cfs			Hendricks Canal	West Branch Feather River	DeSabra Project Powerhouses & Stirling City	P,D	Pre 1914
PG&E			4704	1907	E 3	77	Eel	700					Van Arsdale	Eel River	Potter Valley PH & PVID	P,I,D	Pre 1914
PG&E			6264	1898	W 20	1354	Crane Valley		20	cfs			Chiquito Creek Canal	West Fork Chiquita Creek	Willow Creek & Kerckhoff PHs	P	Pre 1914
PG&E			9032	1870	YB 267	2310	Yuba-Bear		70	cfs			Jordan Creek Conduit	Jordan Creek	Yuba Bear PH & other Placer City uses	P,I,D,PS	Pre 1914
PG&E			9033	1873	YB 24	2310	Yuba-Bear	20,000					Lake Fordyce near Cisco	Fordyce Creek	Yuba Bear PH & other Placer City uses	P,I,J,M,D	Pre 1914
PG&E			9036	1897	S 16	1061	Stanislaus	839					Lyons Reservoir	South Fork Stanislaus R.	Phoenix PH	P,I,M	Pre 1914
PG&E			9977	1907	CB 128	606	Cow		2.5	cfs			North Canyon Creek Canal	North Canyon Creek	Kilarc PH	P	Pre 1914
PG&E			9978	1870	YB 260	2310	Yuba-Bear		30	cfs			Texas Creek Feeder	Texas Crk trib. to Canyon Crk	Spaulding #3 PH	P,I,J,M,D	Pre 1914
PG&E			9979	1870	YB 206 B	2310	Yuba-Bear		30	cfs			Lindsey Creek Feeder	Lindsey Crk trib to Canyon Crk	Spaulding #3 PH	P,I,J,M,D	Pre 1914
PG&E			9980	1870	YB 262	2310	Yuba-Bear		30	cfs			Clear Creek Feeder	Clear Crk trib to Canyon Crk	Spaulding #3 PH	P,I,J,M,D	Pre 1914
PG&E			9981	1870	YB 263	2310	Yuba-Bear		30	cfs			Fall Creek Feeder	Fall Crk trib to So. Yuba River	Spaulding #3 PH	P,I,J,M,D	Pre 1914
PG&E			9982	1870	YB 264	2310	Yuba-Bear		30	cfs			Rucker Creek Diversion	Rucker Crk trib to So. Yuba River	Spaulding #3 PH	P,I,J,M,D	Pre 1914
PG&E			10390	1925	PH 56	233	Pit		3460	cfs			Pit 3 Tunnel	Pit River	Pit 3 Powerhouse	P	Riparian
PG&E			10391	1955	PH 68	233	Pit		4000	cfs			Pit 4 Tunnel	Pit River	Pit 4 Powerhouse	P	Riparian
PG&E			10392	1965	PH 63	2106	Pit		8000	cfs			Pit 6 Penstock	Pit River	Pit 6 Powerhouse	P	Riparian
PG&E			10393	1965	PH 64	2106	Pit		8350	cfs			Pit 7 Penstock	Pit River	Pit 7 Powerhouse	P	Riparian
PG&E			10394	1949	NF 62	1962	NF Feather		4065	cfs			Cresta Tunnel	North Fork Feather River	Cresta Powerhouse	P	Riparian

PG&E only Watersheds
Pacific Gas and Electric Company's Water Rights

Owner of right	Appl No.	Lic or (Per) No.	SWDU No.	Priority /first use	Gage	FERC #	River System	storage (af)	Dir Diversion		Season		Description (Name of Works)	Point of Diversion	Place of Use	Type of use	Water Right Class
									amount	units	begin date	end date					
PG&E			10395	1958	NF 68	2107	NF Feather		4210	cfs			Poe Tunnel	North Fork Feather River	Poe Powerhouse	P	Riparian
PG&E			10396	1870	YB 261	2310	Yuba-Bear		30	cfs			Trap Creek Diversion	Trap Creek	Bowman-Spaulding Conduit	P	Pre 1914
PG&E			10399	1964	A 25	2155	SF American		1800	cfs			Chili Bar Diversion	South Fork American River	Chili Bar Hydroelectric Plant	P	Riparian
PG&E			10400	1901	M 19	137	Mokelumne	1259					Lake Tabead	NF Mokelumne River	Electra Powerhouse	P	Pre 1914
PG&E			10404	1908		2130	Stanislaus		4	cfs			Diversion to Stanislaus Canal	Unnamed stream	Stanislaus Powerhouse	P	Pre 1914
PG&E			11477	1969	NF 74	2105	NF Feather		2410	cfs			Belden Powerhouse	North Fork Feather River	Belden Powerhouse	P	Riparian
PG&E			11478	1950	NF 64	1962	NF Feather		3660	cfs			Rock Creek Powerhouse	North Fork Feather River	Rock Creek Powerhouse	P	Riparian
PG&E			24448				Pit						McArthur Swamp Project		McArthur Swamp		Riparian
PG&E	722	9105		6/16/1917	KI 19 KI 10	175, 1988	Kings	112500	250	af cfs	1-Nov 1-Jan	1-Jul 31-Dec	Wishon Dam	North Fork Kings River	Haas, Balch #1&2, Kings River PHs	P, ID	License
PG&E	829	339		11/14/1917	JC 3	96	San Joaquin	700	700	cfs	1-Jan	31-Dec	Kerckhoff Dam	San Joaquin River	Kerckhoff #1&2 PHs	P	License
PG&E	1339	1391		6/30/1919	S 9	2130	Stanislaus	56.5	56.5	cfs	1-Jan	31-Dec	Philadelphia Ditch	South Fork Stanislaus River	Spring Gap & Stanislaus PHs	P	License
PG&E	1458	469		9/22/1919	JT 14	1333	Tule	3	3	cfs	1-Jan	31-Dec	Summit Meadow Creek pipe	Summit Meadow Creek springs	Tule Powerhouse	P	License
PG&E	1463	340		9/25/1919	JC 3	96	San Joaquin	3,200	900	cfs	1-Jan	31-Dec	Kerckhoff Dam	San Joaquin River	Kerckhoff Powerhouses 1&2	P	License
PG&E	1719	1424		3/12/1920	E 1	77	Eel	102,366			1-Nov	1-Jun	Lake Pillsbury (Scott Dam)	Eel River	Potter Valley Powerhouse	P,FWL	License
PG&E	1891	600		7/2/1920	PH 56	233	Pit		3000	cfs	1-Jan	31-Dec	Pit 3 Tunnel	Pit River	Pit 3 Powerhouse	P	License
PG&E	1892	5963		7/2/1920	PH 68	233	Pit		3000	cfs	1-Jan	31-Dec	Pit 4 Tunnel	Pit River	Pit 4 Powerhouse	P	License
PG&E	1920	9106		7/17/1920	KI C5	175, 1988	Kings		250	cfs	1-Jan	31-Dec	Balch Diversion Dam (Black Rock Res.)	North Fork Kings River	Balch 1&2 and Kings River PHs	P, ID	License
PG&E	2100	1916		11/30/1920	M 12	137	Mokelumne	60000	350	cfs	1-Feb 1-Jan	15-Jul 31-Dec	Salt Springs Reservoir	NF Mokelumne River	Salt Springs #1 and Tiger Creek PHs	P	License
PG&E	2186	9570		2/1/1921	NF 16	619	NF Feather	70,000			1-Oct	1-Jul	Bucks Lake	Bucks Creek	Western Canal Water District, Irrigation of 43,304 acres	I	License
PG&E	2195	1919		2/10/1921	NF 16	619	NF Feather	55,000			1-Dec	1-Jul	Bucks Lake	Bucks Creek	Bucks Creek Powerhouse	P	License

PG&E only Watersheds
Pacific Gas and Electric Company's Water Rights

Owner of right	Appl No.	Lic or (Per) No.	SWDU No.	Priority /first use	Gage	FERC #	River System	storage (af)	Dir Diversion		Season		Description (Name of Works)	Point of Diversion	Place of Use	Type of use	Water Right Class
									amount	units	begin date	end date					
PG&E	2534	3292		9/3/1921	M 12 M 64 M 65	137	Mokelumne	85,000	125	cfs	1-Dec 1-Jan	15-Jul 31-Dec	Salt Springs Reservoir	NF Mokelumne River	West Point & Electra Powerhouses	P	License
PG&E	2548	1917		9/14/1921	M 44 M 36	137	Mokelumne		20 305	cfs cfs	1-Jan	31-Dec	Tiger Creek Canal feeders	Cole Creek Bear River	Tiger Creek Powerhouse	P	License
PG&E	2750	986		2/9/1922	YB 24	2310	Yuba-Bear	26,572			1-Nov	30-Jun	Lake Fordyce	Fordyce Creek	Spaulding 1 and Drum Powerhouse	P	License
PG&E	2751	9276		2/9/1922	M 12	137	Mokelumne	9,412			1-Dec	30-Jun	Salt Springs Reservoir	NF Mokelumne River	Salt Springs 1, West Point & Electra Powerhouses	P	License
PG&E	2753	987		2/9/1922	YB 50	2310	Yuba-Bear		100	cfs	30-Jun	1-Nov	Bear River Canal Intake	Bear River	Halsey, Wise & Newcastle Powerhouses	P	License
PG&E	2754	549		1/9/1922	CB 48	1121	Battle		18	cfs	1-Jan	31-Dec	Wild Cat Canal	North Fork Battle Creek	Coleman Powerhouse	P	License
PG&E	2755	988		2/9/1922	BW 2	803	Butte -WB Feather	5,060			20-Oct	1-Jul	Philbrook Reservoir	Philbrook Creek	DeSabra, Centerville & Toadtown PH	P,F,W,L,R	License
PG&E	2816	341		4/11/1922	JC 3	96	San Joaquin		175	cfs	1-Jan	15-Aug	Kerckhoff Dam	San Joaquin River	Kerckhoff Powerhouses 1&2	P	License
PG&E	2996	3293		8/21/1922	M 64 M 65	137	Mokelumne		225	cfs	1-Jan	31-Dec	West Point Diversion	NF Mokelumne River	West Point & Electra Powerhouses	P	License
PG&E	3550	10867		7/26/1923	YB 24	2310	Yuba-Bear	26,662			1-Nov	30-Jun	Lake Fordyce	Fordyce Creek	Placer County Water Agency	I,M,J	License
PG&E	3794	637		1/10/1924	NF 111	2105	NF Feather		0.5	cfs	1-Jan	31-Dec	water supply for Caribou Camp	French Creek	Caribou Camp	D,J,FP	License
PG&E	3795	809		1/10/1924			NF Feather		600	gpd	1-Jan	31-Dec	water supply for Howells Patrol	Oak Creek	Howells Patrol Station	D,FP	License
PG&E	3889	1920		3/6/1924	NF 16	619	NF Feather	23,000			1-Nov	15-Jul	Bucks Lake	Bucks Creek	Bucks Creek Powerhouse	P	License
PG&E	4000	812					other		2.5	cfs	1-Sep	1-Jun		Cottonwood Creek	Below Coal Canyon Powerhouse	I	License
PG&E	4441	1921		2/2/1945	NF 16	619	NF Feather	40,000			1-Nov	15-Jul	Bucks Lake and Lower Bucks Lake	Bucks Creek	Bucks Creek Powerhouse	P	License

PG&E only Watersheds
Pacific Gas and Electric Company's Water Rights

Owner of right	Appl No.	Lic or (Per) No.	SWDU No.	Priority /first use	Gage	FERC #	River System	storage (af)	Dir Diversion		Season		Description (Name of Works)	Point of Diversion	Place of Use	Type of use	Water Right Class
									amount	units	begin date	end date					
PG&E	4453	1922		2/10/1925	NF 10	619	NF Feather	736			1-Jan	15-Jun	Three Lakes	Milk Ranch Creek	Bucks Creek Powerhouse	P	License
PG&E	4491	1923		3/5/1925	NF 20	619	NF Feather	150	cfs	1-Jan	31-Dec	Bucks Div Tunnel, Bucks PH Tunnel	Bucks Creek Grizzly Creek	Bucks Creek Powerhouse	P	License	
PG&E	4598	1924		5/22/1925	NF 20	619	NF Feather	105	cfs	1-Jan	31-Dec	Grizzly Forebay	Grizzly Creek	Bucks Creek Powerhouse	P	License	
PG&E	4703	9107		7/16/1925	KI 10	175, 1988	Kings	220	cfs	1-Jan	31-Dec	Wishon Dam	North Fork Kings River	Haas, Balch #1&2, Kings River PHS	P, I.D	License	
PG&E	4851	1464		11/30/1925	YB 26	2310	Yuba-Bear	300		1-Dec	30-Jun	Kelly Lake	Six Mile Valley	Placer County Water Agency	I.D	License	
PG&E	4871	1925		12/21/1925	NF 20	619	NF Feather	20	cfs	1-Jan	31-Dec	Grizzly Forebay	Grizzly Creek	Bucks Creek Powerhouse	P	License	
PG&E	5161	9369		8/19/1926	M 12	137	Mokelumne	9,412		1-Dec	30-Jun	Salt Springs Reservoir	NF Mokelumne River	Tiger Creek Powerhouse	P	License	
PG&E	5240	2855		10/22/1926	M 12 M 29	137	Mokelumne	85,000	cfs	1-Dec 1-Jan	15-Jul 31-Dec	Salt Springs Reservoir	NF Mokelumne River	Tiger Creek Powerhouse	P	License	
PG&E	5661	1199		8/15/1927	E C6	77	Eel	4,500		1-Nov	30-Apr	Lake Pillsbury (Scott Dam)	Eel River	Potter Valley Irrigation District	I	License	
PG&E	5685	1180		9/10/1927	KI 25	175	Kings	6	cfs	1-Jan	31-Dec	Black Rock and Weir Creek diversions to Balch Tunnel	East Fork Black Rock Creek	Balch #1&2 Powerhouses	P	License	
PG&E	5970	8888		7/5/1928	YB 194	2310	Yuba-Bear	525	cfs	1-Jan	31-Dec	Dutch Flat 1 Intake	Bear River	Dutch Flat #1 Powerhouse	P	License	
PG&E	5997	1068		7/27/1928	NF 114	619	NF Feather	2.25	cfs	1-Jan	31-Dec	Non-power use at Bucks Creek Powerhouse	Muir Creek	Bucks Creek Powerhouse	J, FP	License	
PG&E	6032	4242		8/29/1928	M 47 M 53	137	Mokelumne	49,079	cfs	1-Nov 1-Jan	15-Jul 31-Dec	Lower Bear Reservoir	Bear River & Cole Creek	Salt Springs 2, Tiger Creek, West Point and Electra Powerhouses,	P	License	
PG&E	6129	1541		12/4/1928	S 16	1061	Stanislaus	3,919		1-Nov	1-Jul	Lyons Reservoir	South Fork Stanislaus River	Phoenix Powerhouse	P	License	
PG&E	6130	1542		12/4/1928	S 16	1061	Stanislaus	5,360		1-Nov	1-Jul	Lyons Reservoir	South Fork Stanislaus River	TUD	I.D	License	
PG&E	6241	1926		4/8/1929	NF 11	619	NF Feather	65	cfs	1-Jan	31-Dec	feeders to Milk Ranch Conduit	Trib. to Milk Ranch & Bucks Crk	Bucks Creek Powerhouse	P	License	

PG&E only Watersheds
Pacific Gas and Electric Company's Water Rights

Owner of right	Appl No.	Lic or (Per) No.	SWDU No.	Priority /first use	Gage	FERC #	River System	storage (af)	Dir Diversion		Season		Description (Name of Works)	Point of Diversion	Place of Use	Type of use	Water Right Class
									amount	units	begin date	end date					
PG&E	6262	2005		4/20/1929	M 69	137	Mokelumne		550	cfs	1-Jan	31-Dec	Salt Springs No. 1 Intake	NF Mokelumne River	Salt Springs #1 & Tiger Creek PHs	P	License
PG&E	6332	1375		6/19/1929	YB 50	2310	Yuba-Bear		120	cfs	1-Jan	31-Dec	Bear River Canal Intake	Bear River	Halsey, Wise, Newcastle PHs	P	License
PG&E	6594	5545		3/11/1930	E 1 E C6	77	Eel	4,908	40	cfs	1-Nov 1-May	1-Jun 31-Oct	Scott Dam Van Arsdale Dam Inflow to Tiger Creek Regulator	Eel River	Potter Valley Irrigation District	I	License
PG&E	6737	3294		7/19/1930	M 37	137	Mokelumne		75	cfs	1-Jan	31-Dec		Tiger Creek	Tiger Creek, W. Point & Electra PHs	P	License
PG&E	9800	9871		1/9/1940	NF 64 NF 62 NF 68	2105, 1962, 2107	NF Feather		2465 2896 3500	cfs	1-Jan	31-Dec	Divisions for Beiden, Rock Creek, Cresta and Poe PHs	North Fork Feather River	Beiden, Rock Creek, Cresta & Poe PHs	P, ID	License
PG&E	10122	2862		2/19/1941	S 103	2130	Stanislaus		160	cfs	1-Jan	31-Dec	Stanislaus Powerhouse tunnel	Middle Fork Stanislaus River	Stanislaus Powerhouse	P	License
PG&E	11192	3105		10/25/1945			NF Feather		0.18	cfs	1-Jan	31-Dec	Bucks Lake Cottage supply	Tributary to Bucks Creek	Bucks Lake Cottage	D, FP	License
PG&E	12242	9103		1/14/1948	KI 15	175, 1988	Kings	61,500			1-Nov	1-Jul	Courtright Dam	Helms Creek	Haas, Balch 1&2, Kings River PHs	P, ID	License
PG&E	12243	9104		1/14/1948	KI 10	175, 1988	Kings		40	cfs	1-Jan	31-Dec	Wishon Dam	North Fork Kings River	Haas, Balch 1&2, Kings River PHs	P, ID	License
PG&E	12724	9770		10/1/1948	KI 19 KI 10	175, 1988	Kings	22288	250	cfs	1-Nov 1-Jan	1-Jul 31-Dec	Wishon Dam	North Fork Kings River	Haas, Balch 1&2, Kings River PHs	P	License
PG&E	12725	9109		10/1/1948	KI 10	1988	Kings		250	cfs	1-Mar 1-Dec	30-Sep 31-Dec	Wishon Dam	North Fork Kings River	Haas Powerhouse	P, ID	License
PG&E	12726	10747		10/1/1948	KI 15	175, 1988, 2735	Kings	41,000			1-Jan	31-Dec	Courtright Dam	Helms Creek	Helms, Haas, Balch, Kings River PHs	P, D, R	License
PG&E	13765	4572		5/31/1950	NF 113		NF Feather		0.056	cfs	1-Jan	31-Dec	Rock Crest Camp water supply	Jackass Creek	Rock Crest Camp	D, FP	License
PG&E	13769	5260		6/1/1950	NF 116		NF Feather		0.078	cfs	1-Jan	31-Dec	Cresta Camp water supply	Rocky Bar Creek	Cresta Camp	D, FP	License
PG&E	13771	7297		6/5/1980		NA		47					Freeman Ranch Reservoir	trib to Bucksnot Creek	Freeman Ranch	I	License
PG&E	13846	4209		7/15/1950	NF 115	1962	NF Feather		15,000	gpd	1-Jan	31-Dec	Rock Creek PH water supply	Miller Creek	Rock Creek Powerhouse Headquarters	D, FP	License
PG&E	13995	7217		10/13/1950	OB 49	1121	Battle		25	cfs	1-Jan	31-Dec	Darrah Creek feeder to Coleman Canal	Darrah Creek	Coleman Powerhouse	P, ID	License
PG&E	14743	9189		4/7/1942	PH 58 PHG 63	2106	Pit	15,000	4500	cfs	1-Oct 1-Jan	1-Jul 31-Dec	Pit 6 Dam	Pit River	Pit 6 Powerhouse	P, ID	License

PG&E only Watersheds
Pacific Gas and Electric Company's Water Rights

Owner of right	Appl No.	Lic or (Per) No.	SWDU No.	Priority /first use	Gage	FERC #	River System	storage (af)	Dir Diversion		Season		Description (Name of Works)	Point of Diversion	Place of Use	Type of use	Water Right Class
									amount	units	begin date	end date					
PG&E	14785	10215		4/29/1952	MC 8	2106	Pit		1870	cfs	1-Jan	31-Dec	McCloud Dam	McCloud River	James B. Black, Pit 6&7 Powerhouses	P, ID	License
PG&E	14928	5964		7/28/1952	PH 68	233	Pit		500	cfs	1-Jan	31-Dec	Pit 4 Tunnel	Pit River	Pit #4 Powerhouse	P	License
PG&E	15407	9190		7/9/1953	PH 59 PHG 64	2106	Pit	15,500	4850	cfs	1-Oct 1-Jan	1-Jul 31-Dec	Pit 7 Dam	Pit River	Pit 7 Powerhouse	P, ID	License
PG&E	15717	10216		2/5/1954	MC 6	2106	Pit	35,300			1-Oct	31-Jul	McCloud Reservoir	McCloud River	James B. Black, Pit 6&7 Powerhouses	P, ID	License
PG&E	15719	10161		2/5/1954	MC 9 MC 10	2106	Pit	19,943	454	cfs	1-Jan 1-Jan	31-Dec 31-Dec	Iron Canyon Reservoir	Iron Canyon Creek	James B. Black, Pit 6&7 Powerhouses	P, ID	License
PG&E	15748	6061		2/25/1954	NF 115	1962	NF Feather		15,000	gpd	1-Jan	31-Dec	Rock Creek PH water supply	Little Miller Creek	Rock Creek Powerhouse	D, FP	License
PG&E	16154	6091		11/29/1954	NF 112		NF Feather		0.33	cfs	1-Jan	31-Dec	Rodgers Flat water supply	Milk Ranch Creek	Rodgers Flat Service Center	D, FP	License
PG&E	18227	10748		7/22/1958	KI 15	175, 1988, 2735	Kings	6,335			1-Jan	13-Dec	Courtright Dam	Helms Creek	Helms, Haas, Balch 1&2, Kings River	P, D, R	License
PG&E	19002	9108		9/23/1959		1988	Kings		0.33	cfs	1-Jan	31-Dec	Haas Domestic Supply	Williams Creek	Haas Powerhouse	D, FP	License
PG&E	24512	(P16789)		12/20/1973	KI 15 KI 29	175, 1988, 2735	Kings	57,000	9000	cfs	1-Nov 1-Jan	31-Jul 31-Dec	Wishon and Courtright Dams	Helms Creek & NF Kings River	Helms, Haas, Balch, Kings River PHs	P, D	Permit
PG&E	25512	13352		9/28/1977	J 6	96	San Joaquin		4,600	cfs	1-Jan	31-Dec	Kerckhoff Dam	San Joaquin River	Kerckhoff 2 Powerhouse	P, ID	License
PG&E	25967	(P18068)		4/9/1979	BW 92	803	Butte-WB Feather		10	cfs	1-Dec	1-Jun	feeder to Toadtown Canal	Little Butte Creek	De Sabla, Centerville Powerhouses	P	Permit
PG&E	26517	(P20253)		9/4/1980	YB 27 YB 36 YB 236	2310	Yuba-Bear		42	cfs	1-Nov	1-Jun	Lake Valley Canal	NF North Fork American River	Yuba & Bear Powerhouses	P	Permit
PG&E	26651	(P20606)		12/5/1980	NF 43		NF Feather	24,000			1-Oct	30-Jun	Indian Ole Dam	Hamilton Branch trib to NF Feather Riv	Hamilton Branch Powerhouse	P	Permit
PG&E	26736	(P20988)		3/3/1981	M	137	Mokelumne		80	cfs	1-Jan	31-Dec	Diversion for Bear River Units	Bear River & Cole Creek	Salt Springs 2 & downstream PHs	P	Permit

PG&E only Watersheds
Pacific Gas and Electric Company's Water Rights

*Data as of Jan 5, 2022 Owner of right	Appl No.	Lic or (Per) No.	SWDU No.	Priority /first use	Gage	FERC #	River System	storage (af)	Dir Diversion		Season		Description (Name of Works)	Point of Diversion	Place of Use	Type of use	Water Right Class
									amount	units	begin date	end date					
PG&E	26739	(P20989)		3/3/1981	M	137	Mokelumne		300	cfs	1-Jan	31-Dec	West Point Tunnel	NF Mokelumne	West Point & Electra Powerhouses	P	Permit
PG&E	26780	(P20864)		4/7/1981	NF	2105, 1962, 2107	NF Feather	74 64 62 68	135 604 600 800	cfs	1-Jan	31-Dec	Diversions for Belden, Rock Creek, Cresta and Poe PHS	North Fork Feather River	Belden, Rock Creek, Cresta and Poe Powerhouses	P	Permit
PG&E	26781	(P19050)		4/7/1981	NF	1962	NF Feather		125	cfs	1-Jan	31-Dec	Rock Creek and Cresta Dams	North Fork Feather River	Rock Creek, Cresta Fishwater PHS	P	Permit
PG&E	27570	13663		11/2/1982	NF	103	NF Feather		152.4	cfs	1-Jan	31-Dec	Belden Diversion Dam	N.F. Feather River	Oak Flat Powerhouse	P	License
PG&E	29797	13604		8/17/1990	NF	108	NF Feather		400	cfs	1-Jan	31-Dec	Lower Bucks Lake Diversion Tunnel	Bucks Creek	Grizzly Powerhouse	P	License
PG&E	30257	(P21151)		5/20/1992	NF	1	NF Feather	500,000			1-Oct	30-Jun	Lake Almanor	N.F. Feather River	Butt Valley PH	P	Permit
PG&E	30258	(P21152)		5/20/1992	NF	71	NF Feather		1,000	cfs	1-Nov	30-Jun	Diversions to Butt Valley PH and Caribou PHS	N.F. Feather River	Butt Valley, Caribou 1 & 2 Powerhouses	P	Permit
PG&E	30415	(P21153)		12/8/1994	NF	71	NF Feather		1,400	cfs	1-Jan	31-Dec	Lake Almanor & Butt Valley Reservoir	N.F. Feather River	1,400 cfs at Butt Valley, 500 cfs at Caribou 1 & 2 Powerhouses	P	Permit
PG&E	31405	(P21170)		3/28/2002	S	9	Stanislaus		6.5	cfs	1-Jan	31-Dec	Philadelphia Ditch	South Fork Stanislaus River	Spring Gap & Stanislaus PHS	P	Permit
PG&E	31499	(P21226)		11/10/2008	NF	20	NF Feather		234	cfs	1-Jan	31-Dec	Diversion to Bucks Creek PH	Grizzly Creek	Bucks Creek PH	P	Permit
PG&E	31518	(P21194)		6/15/2004	BW	53	Butte-WB Feather		15	cfs	1-Jan	31-Dec	Inskip Feeder to Butte Canal	Inskip Creek	De Sabla Powerhouse	P	Permit

PG&E only Watersheds
Pacific Gas and Electric Company's Water Rights

*Data as of Jan 5, 2022	Owner of right	Appl No.	Lic or (Per) No.	SWDU No.	Priority /first use	Gage	FERC #	River System	storage (af)	Dir Diversion		Season		Description (Name of Works)	Point of Diversion	Place of Use	Type of use	Water Right Class
										amount	units	begin date	end date					

Type of Right Abbreviation	Type of Right Definition	Consumptive	Non-Consumptive
D	Domestic	x	
ID	Incidental Domestic	x	
FC	Fish Culture		x
FP	Fire Protection		x
FWL	Fish & Wildlife		x
I	Irrigation	x	
II	Incidental Irrigation	x	
J	Industrial	x	
M	Municipal	x	
P	Power		x
PS	Public Service	x	
R	Recreation		x

Schedule 2.3(j)

Other Excluded Assets³

None.

³ This schedule is to include any assets to be Excluded Assets that are not otherwise described in the Separation Agreement, if any. PG&E will update this schedule as of the Closing Date to include any such assets that may be identified.

Schedule 2.6(k)

Other Retained Liabilities⁴

None.

⁴ This schedule is to include other obligations and liabilities, if any, to be retained by PG&E that are not described in Section 2.6 of the Separation Agreement. PG&E will update this schedule as of the Closing Date to include any such obligations and liabilities that may be identified.

PACIFIC GAS AND ELECTRIC COMPANY
CHAPTER 2
ATTACHMENT A
FORM OF SEPARATION AGREEMENT

ATTACHMENT A

Draft as of September 28, 2022

SEPARATION AGREEMENT

by and among

PACIFIC GAS AND ELECTRIC COMPANY

and

PACIFIC GENERATION LLC

[●], 2023

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SEPARATION AGREEMENT

THIS SEPARATION AGREEMENT (this “Agreement”) is made as of [DATE], 2023 by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“PG&E”) and PACIFIC GENERATION LLC, a Delaware limited liability company (the “Company”). Unless otherwise defined herein, capitalized terms used herein are defined in Article I.

WHEREAS, PG&E is engaged in, among other things, the business of the generation, sale and delivery of electricity to customers, including the generation of electricity from (among other sources) hydroelectric, natural gas-fired and solar generation facilities and emission of electricity from battery energy storage systems;

WHEREAS, the Company is a newly formed and wholly owned subsidiary of PG&E, created for the purposes of the Contemplated Transactions (as defined below) and the transactions contemplated by the Minority Sale Agreements (as defined below);

WHEREAS, PG&E wishes to contribute to the Company, and the Company was formed to accept, the Generation Assets (as defined in Section 2.2) and to assume the Generation Liabilities (as defined in Section 2.5);

WHEREAS, following such contribution and assumption, PG&E will operate and maintain such Generation Assets in accordance with the terms and conditions of the Intercompany Agreements (as defined in Section 3.3) between PG&E and the Company being entered into concurrently with this Agreement; and

WHEREAS, PG&E has entered into (i) a Minority Sale Agreement, dated as of [], 2023, by and among PG&E, the Company and [*name of Investor Party*], and (ii) a Minority Sale Agreement, dated as of [], 2023, by and among PG&E, the Company and [*name of Investor Party*] (collectively, the “Minority Sale Agreements”) pursuant to which PG&E has agreed to sell, and [*Investor[s]*] (collectively, “Investors,” and each, an “Investor”) have severally agreed to purchase, certain equity interests of the Company following the Closing Date.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 As used in this Agreement, the following terms have the meanings set forth below.

“Action” means any notice, charge, assertion, appeal, action, demand, citation, summons, litigation, suit, proceeding, hearing or arbitration by or before any Governmental Authority or any validly constituted arbitral panel or similar body, of any nature, criminal, civil, administrative, regulatory, investigative or otherwise, and whether at law or in equity.

“Advice Letter” means the process authorized by the Commission pursuant to D.23-XX-XXX and General Order 96-B for PG&E and the Company to submit final copies of this

Agreement and the Minority Sale Agreements and to consummate the transactions contemplated by this Agreement and the Minority Sale Agreements.

“Agreement” shall have the meaning set forth in the preamble.

“Assumed Contract” shall have the meaning set forth in Section 2.2(f).

“Assumed Environmental Liabilities” means any Environmental Liability relating to or arising out of the Generation Assets or the Generation Business, whether based on facts, circumstances, events, occurrences, conduct or Environmental Claims occurring prior to, on or following the Closing Date, other than the Known Environmental Liabilities.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banks located in San Francisco, California or New York, New York are authorized or required by Law to be closed.

“CEC” means the California Energy Commission.

“CEC Application” means a petition to transfer ownership or operational control of a facility pursuant to 20 Cal. Code of Reg. § 1769(b).

“CEC Approval” means, as applicable, CEC staff affirmation of the CEC Application or the adoption by the CEC of the CEC staff affirmation of the CEC Application.

“CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.).

“Closing” shall have the meaning set forth in Section 3.1.

“Closing Date” shall have the meaning set forth in Section 3.1.

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” shall have the meaning set forth in the preamble.

“Company Opening Balance Sheet” means the opening balance sheet of the Company as of the Closing Date, prepared in accordance with generally accepted accounting principles and after giving effect to the transactions contemplated hereby.

“Completed Environmental Matter” means a Known Pre-Closing Environmental Matter for which PG&E has achieved Completion (as such term is defined in Section 7.1(a)).

“Consent” means any consent, approval or authorization of or designation, registration, declaration or filing with, any Person other than a Governmental Authority.

“Contemplated Transactions” means the transactions contemplated by this Agreement, including the execution and delivery of the Intercompany Agreements.

“Contracts” means any agreement, contract, lease, settlement, consensual obligation, promissory note, evidence of indebtedness, purchase order, letter of credit, license, promise or undertaking of any nature (whether written or oral and whether express or implied), including letters of intent, executed term sheets and similar evidences of an agreement in principle, but excluding any Employee Benefit Plan.

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise. The term “Control” when used as a verb shall have a correlative meaning.

“Conveyance Documents” has the meaning set forth in Section 3.2(a).

“CPUC” means the California Public Utilities Commission.

“CPUC Advice Letter Approval” means the confirmation by the CPUC that the Advice Letter is effective.

“CPUC Order” means [CPUC Decision No. 23-__ - ___, issued _____, 2023.]

“Data Breach” means any unauthorized Processing of Generation Business Data or IT Systems, or any other data security incident requiring notification to any Person or Governmental Authority under Privacy Laws.

“Data Processor” means a natural or legal Person, public authority, agency or other body that Processes Personal Data on behalf of or with respect to the Generation Business.

“Decommissioning Liabilities” means any and all liabilities and costs incurred in relation to decommissioning, removing, disposing, recovering or making safe any Generation Assets following the Closing (including any liabilities and costs incurred in connection with environmental matters or under Environmental Law, whether known or unknown by PG&E at the Closing). Decommissioning Liabilities shall not be impacted by any amounts that have been, or are expected to be, recovered by PG&E from customers in rates.

“Delayed Generation Asset” has the meaning set forth in Section 6.1(a).

“Delayed Generation Liability” has the meaning set forth in Section 6.1(a).

“Disclosure Schedules” means the Disclosure Schedules attached hereto. References to “Schedules” or a “Schedule” herein refer to sections of the Disclosure Schedules.

“Employee Benefit Plan” has the meaning set forth in Section 4.13(a).

“Energy Industry Regulations” means the laws, orders, decisions, directives, and regulations of the CPUC, FERC, CEC and FCC.

“Enforceability Exceptions” has the meaning set forth in Section 4.2.

“Environmental Claim” means any and all claims alleging potential liability, administrative or judicial actions, suits, orders, liens, notices alleging liability, notices of violation, investigations, complaints, requests for information, proceedings, or other written communication, whether criminal, civil or administrative based upon, alleging, asserting, or claiming any actual or potential Environmental Liability.

“Environmental Law” means any Law relating to or imposing liability or standards of conduct with respect to the protection of human health, safety, the environment or natural resources (including ambient air, soil, surface water, groundwater, wetlands, land or subsurface strata, flora and fauna and other natural resources), including Laws relating to (a) emissions, discharges, releases or threatened releases of Hazardous Substances into the environment; (b) manufacture, generation, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances; and (c) exposure to Hazardous Substances or conditions.

“Environmental Liability” means any and all liability, Loss, costs, expenses, fines, penalties, damages, environmental investigation, remediation or response costs, monitoring costs, natural resource damages, attorney’s fees and expenses, consultant’s fees and expenses and other costs and expenses relating to or arising from (a) the actual or alleged violation of, or liability under, any Environmental Law or any Environmental Permit, including fines and penalties, mitigation damages and costs to correct any such violations, (b) the presence in any environmental media (including indoor air) or building structures, Release, or threatened Release of any Hazardous Substances at any location, including at off-site locations used for the disposal, storage, recycling or reclamation of Hazardous Substances or other wastes, and (c) personal or bodily injury or death resulting from exposure to Hazardous Substances.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“Excluded Assets” shall have the meaning set forth in Section 2.3.

“Excluded Hydroelectric Facilities and Assets” means the assets to be sold pursuant to (1) the Purchase and Sale Agreement by and between PG&E and Tule Hydro LLC, as purchaser, which include the Hydroelectric Facilities relating to the Tule River Project (FERC No. 1333) and (2) the Purchase and Sale Agreement by and between PG&E and Nevada Irrigation District, as purchaser, which include the Hydroelectric Facilities relating to the Deer Creek Hydroelectric Project.

“FCC” means the Federal Communications Commission or any successor agency thereto.

“FCC Approval” means any approvals or authorizations necessary in connection with the Contemplated Transactions (if any).

“FCC License” means a license or other authorization issued by the FCC to PG&E that is used or held for use in the Generation Business.

“FERC” means the Federal Energy Regulatory Commission.

“FERC Approvals” means collectively, FERC approval of the transfer of the relevant hydropower licenses, FERC approval pursuant to FPA section 203 for the Contemplated

Transactions and the transactions contemplated by the Minority Sale Agreements, and FERC authorization or acceptance (as applicable) pursuant to FPA section 205 for the Company's electric wholesale tariffs and for certain Intercompany Agreements.

“FERC Hydro Project Licenses” means the hydropower licenses issued to PG&E in connection with the Generation Business and the Generation Assets pursuant to the Federal Power Act.

“Generation Assets” shall have the meaning set forth in Section 2.2.

“Generation Balancing Account” means the balancing accounts specified in PG&E's tariffs and authorized by the CPUC related to the Generation Business.

“Generation Business” means PG&E's business of the generation or emission of electricity from owned assets regulated by the CPUC on the basis of cost, including hydroelectric, natural gas-fired and solar generation facilities and the storage of electricity in battery energy storage systems, but excluding the Retained Generation Assets, as conducted immediately prior to the Closing.

“Generation Business Data” means all confidential data, information, and data compilations contained in the IT Systems or databases of PG&E, including Personal Data, that are used in the Generation Business.

“Generation Business Privacy Policies” means any (a) internal or external past or present data protection, data usage, data privacy and security policies of the Generation Business, (b) representations, obligations, promises or commitments with respect to the Generation Business, relating to privacy, security, or the Processing of Personal Data, and (c) policies and obligations applicable to the Generation Business as a result of any certification relating to privacy, security, or the Processing of Personal Data.

“Generation Business R&W” means (a) in respect of this Agreement, the representations and warranties made by PG&E to the Company in Section 4.5 (Compliance with Law), Section 4.6 (No Litigation), Section 4.7 (Permits), Section 4.8 (Water Rights), Section 4.9 (Real Property), Section 4.10 (Title and Condition; Sufficiency of Assets), Section 4.11 (Material Assigned Contracts), Section 4.12 (Insurance), Section 4.13 (Employees and Employee Benefit Plans; Labor), Section 4.14 (Environmental Matters), Section 4.15 (Data Privacy; Cybersecurity) and Section 4.17 (Intellectual Property) of this Agreement and (b) in respect of the Minority Sale Agreement[s], the representations and warranties made by PG&E to Investor[s] pursuant to Article V of the Minority Sale Agreement[s].

“Generation Facilities” means the electric generation facilities that are part of the Generation Business, including any battery storage systems.

“Generation Liabilities” shall have the meaning set forth in Section 2.5.

“Generation Memorandum Account” means the memorandum accounts specified in PG&E's tariffs and authorized by the CPUC related to the Generation Business.

“Generation Real Property” means the Owned Generation Real Property, the Leased Generation Real Property and the Generation Rights-of-Way.

“Generation Real Property Leases” means each Contract to which PG&E is a party for the Leased Generation Real Property.

“Generation Regulatory Assets” means deferred charges and other rights of the Company to potentially recover amounts from customers through rates and charges in future periods (together with any interest or return thereon, as applicable), including the amounts set forth in the Generation Memorandum Accounts or the Generation Balancing Accounts.

“Generation Regulatory Liabilities” means, to the extent related to the Generation Business, liabilities to refund or credit amounts to customers through rates and charges in future periods (together with any interest or return thereon) that result specifically from ratemaking action by the CPUC, whether pursuant to a decrease or offset to Rate Base or revenue requirement for ratemaking purposes or pursuant to a recovery or credit mechanism that has been specifically authorized or approved by the CPUC.

“Generation Rights-of-Way” means easements, licenses, rights-of-way, option, rights-of-first refusal, rights-of-first offer or similar rights or interests in any parcel of real property, which rights or interest are held or used in the Generation Business.

“Governmental Authority” means any federal, national, regional, state, municipal or local government or special district, any political subdivision or any governmental, judicial, public, administrative, Tax, regulatory, arbitral, statutory or other instrumentality, tribunal, court, agency, authority, body, commission, bureau or entity having jurisdiction over the matter or Person in question or over any of the Generation Assets, including, as applicable, FERC, the CPUC, the CEC, the NERC, the SWRCB and CAISO.

“Governmental Order” means any order, writ, judgment, injunction, decree, stipulation, determination, penalty, or award entered by or with any Governmental Authority.

“Hazardous Substance” means, collectively, (a) any chemical, material or substance that is listed or regulated under applicable Laws as a “hazardous” or “toxic” substance or waste, or as a “contaminant” or “pollutant” or words of similar import, (b) any petroleum or petroleum products, flammable materials, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain polychlorinated biphenyls or per- and polyfluoroalkyl substances, and (c) any other chemical or other material or substance, exposure to which is prohibited, limited or regulated by any Law.

“Hydroelectric Facilities” means those certain hydroelectric facilities that are Generation Facilities, together with all improvements, additions and replacements thereto.

“Information Security Program” means a written information security program that complies with Privacy Laws and that includes: (a) policies and procedures regarding the Processing of Personal Data; (b) administrative, technical and physical safeguards to protect the security, confidentiality, and integrity of any Personal Data Processed with respect to the Generation Business; (c) requirements for protecting the security, confidentiality, and integrity of

any Personal Data Processed by, and IT Systems operated by, any third party operating on behalf of or at the direction or for the benefit of the Generation Business; (d) disaster recovery, business continuity, incident response, and security plans, procedures and facilities; and (e) protections against Data Breaches, malicious code, and against loss, misuse or unauthorized access to and Processing of Generation Business Data and IT Systems used with respect to the Generation Business.

“Intellectual Property Rights” means all rights in and to the following: (a) patents and patent applications, (b) trademarks, service marks, trade dress, logos, (c) copyrights and registrations and applications for registration thereof, (d) mask works and registrations and applications for registration thereof, (e) trade secrets, inventions (whether patentable or unpatentable and whether or not reduced to practice) and know-how and (f) domain names.

“Intercompany Agreements” shall have the meaning set forth in Section 3.3.

“Investor” shall have the meaning set forth in the recitals.

“IT Assets” means all computers, computer software, embedded software, databases, firmware, middleware, servers, workstations, routers, hubs, switches, data communication lines, and all other information technology and computer systems, equipment, and all associated documentation, used or held for use in the Generation Business.

“IT Systems” means the hardware, software, firmware, middleware, equipment, electronics, platforms, servers, workstations, routers, hubs, switches, interfaces, data, databases, data communication lines, network and telecommunications equipment, websites and internet-related information technology infrastructure, wide area network and other data communications or information technology equipment, owned, leased by, used by, for the benefit of, licensed to, or Processed in the conduct of the Generation Business.

“Knowledge” means, with respect to PG&E or the Company, the actual, current knowledge of, or the knowledge that Person has after reasonable inquiry of their respective direct reports, of the Persons listed in Schedule 1.1(a) for PG&E or the Company, as applicable, of any fact, circumstance or condition, irrespective of the group and title set forth in Schedule 1.1(a).

“Known Environmental Liabilities” means all liabilities and Losses arising from or related to the Remediation of Known Pre-Closing Environmental Matters in accordance with Section 7.1 of this Agreement.

“Known Pre-Closing Environmental Matters” shall have the meaning set forth in Section 7.1(a)(i).

“Law” means any statute, law, ordinance, treaty, rule or regulation of a Governmental Authority.

“Leased Generation Real Property” means the real property leased, subleased, licensed or otherwise occupied by PG&E as tenant, sublessee, licensee or occupier, together with, to the extent leased, subleased, licensed or otherwise occupied by PG&E, all buildings and other structures, facilities, powerhouses, dams, reservoirs and other improvements located thereon, all

fixtures, systems, equipment and items of personal property that are used or held for use in the Generation Business affixed thereto and all easements, licenses, rights and appurtenances relating to the foregoing. The real property leased under the Generation Real Property Leases shall be Leased Generation Real Property.

“Legal Impediment” means a legal impediment, restraint or prohibition which is in effect and has the effect of preventing, restricting or otherwise prohibiting the transfer of a Generation Asset or the assumption of a Generation Liability, as the case may be, as of the Closing Date.

“Liens” means (a) with respect to real property, liens, pledges, mortgages, deeds of trust, security interests, easements, and other similar encumbrances affecting title to real property, and (b) with respect to personal property, liens, pledges, and security interests, in each case, whether imposed by law or agreement.

“Lookback Date” means [January 1, 2022].

“Material Adverse Effect” means any condition, circumstance, event or change that, individually or in the aggregate with any other such conditions, circumstances, events or changes, (a) with respect to PG&E, has had or would reasonably be expected to have a material adverse effect on the ability of PG&E to consummate the Contemplated Transactions or to perform its obligations under this Agreement and (b) with respect to the Generation Business, has or would reasonably be expected to have a material adverse effect on the business, assets, financial condition or results of operations of the Generation Business; provided, however, that a Material Adverse Effect shall not include any such condition, circumstance, event or change specifically disclosed in CPUC or FERC filings or the SEC Reports filed or furnished to the CPUC, FERC or SEC, as applicable, prior to the Closing Date or in the schedules to this Agreement, or resulting from, relating to or arising out of (i) changes in economic or financial market conditions generally or in the industries in which the Generation Business operates, whether international, national, regional or local, (ii) changes in international, national, regional, state or local wholesale or retail markets (including market description or pricing) for, or changes in industry conventions, practices and structures impacting revenues for, energy, electricity, capacity, fuel supply, water, electricity storage, or ancillary services, including those due to actions by competitors, (iii) changes in general regulatory or political conditions, including any acts of war, civil unrest or terrorist activities (or similar activities), (iv) changes in international, national, regional or state electric transmission, distribution, generation or storage systems or facilities, including the operation or condition thereof, (v) any changes in the market price of commodities, including fuel and other consumables, (vi) effects of weather or meteorological events, including climate change, storms, earthquakes, tornados, floods, droughts, high winds or natural disasters, (vii) changes or adverse conditions in the securities markets, including those relating to debt financing, interest rates or currency exchange rates, (viii) any change in Law or generally accepted accounting principles or regulatory policy (or any official interpretation or enforcement thereof) adopted by or approved by any Governmental Authority, (ix) the announcement, execution or delivery of this Agreement or the Minority Sale Agreement[s] or the consummation of the Contemplated Transactions or the transactions under the Minority Sale Agreement[s], including (1) any action taken by PG&E or the Company that is required, contemplated or permitted pursuant to this Agreement, or is consented to by Investor (or any action not taken as a result of a failure of Investor to consent as requested by PG&E to an action requiring Investor’s consent), or any action taken by Investor or

any of its Related Persons to obtain any required consents or approvals from any Governmental Authority to the consummation of the Contemplated Transactions or the transactions contemplated by the Minority Sale Agreement[s], and, in each case, the result of any such actions, (2) any claim arising out of or related to this Agreement, (3) any change in supplier, employee, financing source, stockholder, regulatory, or similar relationships resulting therefrom or (4) any change that arises out of or relates to the identity of Investor or any of its Related Persons as party to the Minority Sale Agreement, (x) natural disasters or “acts of God” or other “force majeure” events, including pandemics (including the COVID-19 pandemic) or any escalation or worsening thereof, (xi) strikes, work stoppages or other labor disturbances or (xii) any changes that result from action or inaction by a Governmental Authority other than actions or inactions specifically related to the Contemplated Transactions, the transactions under the Minority Sale Agreement or any other agreements relating to investments in the Generation Business by Investor or any of its Related Persons; provided that the items set forth in clauses (iii), (iv), (v), (vi), (vii), (viii) or (x) above shall be taken into account in determining whether a Material Adverse Effect has occurred or would be reasonably expected to occur to the extent such items have a disproportionate effect on the Generation Business relative to other similarly situated participants in the industry and markets in which the Generation Business operates.

“Minority Sale Agreement” shall have the meaning set forth in the recitals.

“New Company Liens” means Liens on the Generation Assets incurred by the Company in connection with the [*new financing entered into on the Closing Date*].

“Organizational Documents” means, with respect to any Person, any corporate, partnership or limited liability company organizational documents, including certificates or articles of incorporation, bylaws, certificates of formation, operating agreements (including limited liability company agreements and agreements of limited partnership), certificates of limited partnership, partnership agreements, shareholder agreements, certificates of existence, member agreements or similar Contracts relating to the ownership or governance of such Person.

“Owned Generation Real Property” means the real property in which PG&E has fee title (or equivalent) interest that is used or held for use in the Generation Business, together with all buildings and other structures, facilities, powerhouses, dams, reservoirs and other improvements located thereon, all fixtures, systems, equipment and items of personal property that are used or held for use in the Generation Business attached or appurtenant thereto and all easements, licenses, rights and appurtenances relating to the foregoing, in each case, other than the Specified PG&E Real Property.

“Permits” means any license, approval, exemption, variance, franchise, permit, authorization, consent, certification, registration, certificate of authority, certificate of occupancy or similar order of or from, or registration with, any Governmental Authority in connection with the ownership or operation of the Generation Business.

“Permitted Liens” means (a) any easements, rights of way, licenses, leases, liens or other rights or encumbrances that do not, and would not reasonably be expected to, materially impair the operation of any material Generation Facility in substantially the manner it is currently operated, the operation of the Generation Assets, taken as a whole, in substantially the manner

they are currently operated, or the operation of the Generation Business as a whole, (b) Retained Land Rights, (c) New Company Liens, (d) Liens for Taxes and other governmental charges and assessments which are not yet delinquent, (e) statutory Liens (including mechanics' and materialmen's liens and other like Liens and inchoate liens incurred in connection with worker's compensation, unemployment insurance, and social security laws) arising in the ordinary course of business securing payments not yet delinquent (or any such Lien for a delinquent payment that has been waived in writing by the holder thereof or any such Lien for a delinquent payment for which PG&E has obtained a waiver, bond or other security in accordance with Law to fully protect the Generation Assets from any and all claims that may be made on account of any such Lien), (f) Liens, encumbrances or title imperfections with respect to any of the Generation Assets created by or resulting from the acts or omissions of the Company, (g) any existing zoning, entitlement, conservation restriction and other land use and environmental regulations of any Governmental Authority and any conditions, obligations and liabilities arising under any Permit, (h) the conservation easements under the Land Conservation Commitment, and (i) any imperfection of title that does not, and would not reasonably be expected to, individually or in the aggregate with other such Liens, materially impair the operation of any material Generation Facility in substantially the manner it is currently operated, the operation of the Generation Assets, taken as a whole, in substantially the manner they are currently operated, or the operation of the Generation Business as a whole, and (j) all Liens and all exceptions set forth in relevant Preliminary Title Reports not otherwise addressed in (a) through (h) of this definition.

“Person” means any individual, sole proprietorship, company, corporation, partnership, joint venture, limited liability partnership, limited liability company, trust, joint stock company, association (whether incorporated or unincorporated), institution, Governmental Authority, organization, district, or any other entity.

“Personal Data” means information relating to or reasonably capable of being associated with an identified or identifiable person, device, or household, including: (a) a natural person's name, street address or specific geolocation information, date of birth, telephone number, email address, online contact information, photograph, biometric data, Social Security number, driver's license number, passport number, tax identification number, any government-issued identification number, financial account number, credit card number, any information that would permit access to a financial account, a user name and password that would permit access to an online account, health information, insurance account information, any persistent identifier such as customer number held in a cookie, an internet protocol address, a processor or device serial number, or a unique device identifier; or (b) “personal data,” “personal information,” “protected health information,” “nonpublic personal information,” or other similar terms as defined by applicable Privacy Laws.

“PG&E” shall have the meaning set forth in the preamble.

“PG&E Loss Amount” shall have the meaning set forth in Section 8.2(b).

“Preliminary Title Reports” means the preliminary title reports for certain of the Generation Real Property listed on Schedule [].

“Privacy Laws” means (a) each Law relating to the protection or Processing of Personal Data that is applicable to the Generation Business, including if and as applicable, the Federal Trade Commission Act, 15 U.S.C. § 45; the CAN-SPAM Act of 2003, 15 U.S.C. § 7701, et seq.; the Telephone Consumer Protection Act, 47 U.S.C. § 227; the Health Insurance Portability and Accountability Act of 1996; the Health Information Technology for Economic and Clinical Health Act; the Fair Credit Reporting Act, 15 U.S.C. § 1681; the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, et seq.; the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-22; the Stored Communications Act, 18 U.S.C. §§ 2701-12; the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq.; California Online Privacy Protection Act, Cal. Bus. & Prof. Code § 22575, et seq.; Cal. Civ. Code § 1798.82; Laws requiring notification to any Person or Governmental Authority in the event of a Data Breach; and all implementing regulations and requirements, and other similar Laws; (b) each contractual obligation relating to the Processing of Personal Data applicable to the Generation Business; and (c) each applicable binding rule, code of conduct, or other requirement of self-regulatory bodies and applicable industry standards, including, to the extent applicable, the Payment Card Industry Data Security Standard.

“Processing,” “Process” or “Processed,” with respect to Personal Data, means any collection, access, acquisition, storage, protection, use, recording, maintenance, operation, dissemination, re-use, disposal, disclosure, re-disclosure, destruction, transfer, modification, or any other processing (as defined by Privacy Laws) of such Personal Data.

“Property Rights Agreements” each Contract to which PG&E is a party for the Generation Rights-of-Way.

“Rate Base” means the value of utility property or assets that is deemed used and useful in providing public utility services and upon which PG&E is permitted to earn a rate of return approved by the CPUC.

“Regulatory Approvals” shall mean the CEC Approval, the FERC Approvals, the CPUC Advice Letter Approval and the FCC Approval.

“Related Person” means, with respect to a Person, any other Person, that directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such first Person. With respect to PG&E, “Related Person” shall not include the Company.

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or placing into the environment or any migration through the environment. “Release” when used as a verb shall have a correlative meaning.

“Remaining Business” means the business or businesses of PG&E other than the Generation Business.

“Remediation” means any or all of the following activities to the extent they relate to or arise from the presence of Hazardous Substances in soil or groundwater, or both, at any of the Generation Real Property: (a) performing any activities that are remedial or removal actions under CERCLA, or that result in response costs as defined under CERCLA, including

monitoring, investigation, cleanup, containment, remediation, removal, mitigation, response or restoration work; (b) obtaining any Permits or other approvals from Governmental Authorities necessary to conduct any such work; (c) preparing and implementing any plans or studies for such work; (d) obtaining a written notice from all applicable Governmental Authorities with jurisdiction over the Generation Real Property under Environmental Laws that no material additional work is required by such Governmental Authority; and (e) any other activities required under Environmental Laws to address the presence of Hazardous Substances at any of the Generation Real Property.

“Representatives” shall have the meaning set forth in Section 7.5(a).

“Retained Generation Assets” means any nuclear Generation Facilities and all other nuclear generation assets of PG&E, fuel cells, solar facilities located on Harrison and Folsom streets in the city of San Francisco, Excluded Hydroelectric Facilities and Assets, and the Delayed Generation Assets.

“Retained Land Rights” means (a) the reservation of rights set forth in any of the Grant Deeds and Reservation of Rights entered into by PG&E and the Company concurrently with this Agreement pursuant to which PG&E reserved the rights to access and use certain Generation Real Property for purposes of the Remaining Business, including, as applicable, gas, switchyard, transmission, distribution, ground grid, control room and communication purposes and (b) any other easements, rights of way, licenses, leases, liens, or other rights or interests retained by, reserved for or granted to PG&E in any Generation Assets pursuant to this Agreement or any Conveyance Documents or in connection with the Contemplated Transactions.

“Retained Personal Property” means those items of personal property used or held for use primarily in the operation of the Generation Business that will be used by PG&E personnel after the Closing to provide the services contemplated by the Intercompany Agreements and are (a) assigned to or under the direct possession and control of PG&E personnel that are not in the Power Generation operating function of PG&E, other than books and records relating to the Generation Business or (b) are listed on Schedule 1.1(b).

“SEC” means the United States Securities and Exchange Commission or any successor agency thereto.

“SEC Reports” means all forms, reports, schedules, statements and other documents required to be filed with or furnished to the SEC under the Exchange Act by PG&E or PG&E Corp since the Lookback Date

“Specified PG&E Real Property” means (a) switchyard areas located on real property retained by PG&E over which the Company needs access rights, (b) co-located solar facilities in which PG&E retains fee title to the land on which the solar facilities are located, (c) the Moss Landing substation and (d) the Humboldt Bay area property.

“Tax” or “Taxes” means all taxes, including all charges, fees, duties, levies or other assessments in the nature of taxes, imposed by any Governmental Authority, including income, gross receipts, excise, property, sales, gain, use, license, transfer, environmental, production,

custom duty, unemployment, corporation, capital stock, franchise, payroll, withholding, social security, minimum, estimated, ad valorem, profit, gift, severance, value added, disability, recapture, occupancy, retaliatory or reciprocal, guaranty fund assessments, credit, occupation, leasing, employment, stamp, goods and services, utility and other taxes, including any interest, penalties or additions attributable thereto.

“Tax Return” means any Tax return, declaration, report, claim for refund, form, or information return or statement relating to Taxes, including any such document prepared on a consolidated, combined or unitary basis, and also including any schedule or attachment thereto, and including any amendment thereof.

“Third Party Use Agreements” shall have the meaning set forth in Section 2.2(e).

“Water Rights” has the meaning set forth in Section 2.2(l).

ARTICLE II CONTRIBUTION; ASSUMPTION OF LIABILITIES

2.1. Contribution of Generation Assets. Subject to the terms and conditions set forth herein, PG&E hereby agrees to contribute, assign, transfer, convey and deliver to the Company on the Closing Date, and the Company hereby agrees to accept from PG&E on the Closing Date, all of PG&E’s right, title and interest in and to the Generation Assets, free and clear of any Liens (other than Permitted Liens).

2.2. Generation Assets. For purposes of this Agreement, “Generation Assets” shall mean all of the assets, properties, rights and interests of PG&E of whatever kind or nature, real or personal, tangible or intangible and wherever located, as such assets may exist at the time of the Closing (other than the Excluded Assets) that are (x) used or held for use primarily in the operation of the Generation Business, including the assets that comprise the non-nuclear generation Rate Base on the Closing Date and (y) Construction Work In Progress. Without limiting the generality of the foregoing, the Generation Assets shall include:

(a) all Owned Generation Real Property, as further described in Schedule 2.2(a);

(b) all Generation Real Property Leases for the Leased Generation Real Property, as further described in Schedule 2.2(b);

(c) all the Generation Rights-of-Way, as further described in Schedule 2.2(c);

(d) all licenses, permits, certificates of occupancy, approvals, dedications, subdivision maps and entitlements now or hereafter issued, approved or granted by a Governmental Authority exclusively in connection with the Generation Real Property, together with all renewals and modifications thereof;

(e) all of the leases, subleases, licenses, concessions and other similar occupancy agreements pertaining to the Generation Real Property entered into by PG&E as

landlord, lessor or licensor, together with all amendments, renewals, modifications, written waivers and guaranties thereof (the “Third Party Use Agreements”);

(f) agreements and arrangements exclusively related to the Generation Assets, to which PG&E is a party including the categories of agreements listed in Schedule 2.2(f) (all such agreements and arrangements, collectively, the “Assumed Contracts”);

(g) all fixtures, equipment, machinery, appliances, building supplies, tools, furniture, furnishings, apparatus and fittings and other items of personal property used primarily in connection with the operation or maintenance of the Generation Assets either (i) owned by PG&E or (ii) leased by PG&E, including the categories of personal property listed in Schedule 2.2(g); excluding, however, (x) all fixtures, equipment, machinery, appliances, building supplies, tools, furniture, furnishings, vehicles, apparatus and fittings and other items of personal property owned by tenants, subtenants, guests, invitees, employees, easement holders, service contractors and other Persons who own any such property located on the Generation Assets and (y) the Retained Personal Property (the “Tangible Personal Property”);

(h) all intangible personal property now or hereafter used primarily in connection with the operation, ownership, maintenance, management or occupancy of the Generation Assets (the “Intangible Personal Property”);

(i) all files, books and records owned by PG&E exclusively relating to the ownership, operation and maintenance of the Generation Assets, in whatever form they exist, including those records in PG&E’s possession relating to the operation and maintenance of the Generation Assets that are identified in Schedule 2.2(i) (the “Generation Business Records”);

(j) all assets related to new and ongoing projects of the Generation Business that are in process of construction, including the projects described in Schedule 2.2(j), and any other such projects to be accounted for as construction work in progress on the Company Opening Balance Sheet (the “Construction Work In Progress”);

(k) all regulatory and operational Permits issued primarily in connection with the Generation Business, including the Permits listed on Schedule 2.2(k), but only to the extent such Permits may be transferred under applicable Law (including, without limitation, upon request or application to the applicable Governmental Authority);

(l) all water rights owned and utilized by PG&E in the operation of the Generation Business, as further described in Schedule 2.2(l) (the “Water Rights”);

(m) [all FCC Licenses];

(n) all the FERC Hydro Project Licenses;

(o) [all the Generation Regulatory Assets];

(p) [the Generation Memorandum Accounts and the Generation Balancing Accounts]; and

(q) all existing warranties and guaranties issued to or inuring to the benefit of PG&E in connection with the Generation Real Property or the Tangible Personal Property.

2.3. Excluded Assets. The Generation Assets shall not include any assets other than the assets described in Section 2.2 (such other assets, the “Excluded Assets”). Without limiting the generality of the foregoing, Excluded Assets include:

- (a) the IT Assets;
- (b) the Retained Land Rights;
- (c) the Retained Personal Property, as described on Schedule 2.3(c);
- (d) the Retained Generation Assets;
- (e) all rights to any refunds for Taxes or other costs or expenses borne by PG&E attributable to periods prior to the Closing Date (determined, with respect to refunds for Taxes, in a manner consistent with Section 8.3(c));
- (f) all accounts receivable of PG&E with respect to the period prior to the Closing;
- (g) all rights and obligations of PG&E under any contracts or agreements other than the Assumed Contracts;
- (h) all insurance benefits, including rights and proceeds, arising from or relating to the Generation Assets or the Generation Liabilities with respect to the period prior to the Closing;
- (i) the rights to the name “Pacific Gas and Electric Company”, any logo of PG&E and any intellectual property of PG&E (other than the Intangible Personal Property); and
- (j) [the assets set forth on Schedule 2.3(j)]¹.

2.4. Assumption of Generation Liabilities. Subject to the terms and conditions set forth herein, PG&E hereby agrees to transfer and assign to the Company on the Closing Date, and the Company hereby agrees to assume from PG&E on the Closing Date, all the Generation Liabilities.

2.5. Generation Liabilities. For purposes of this Agreement, “Generation Liabilities” shall mean all obligations and liabilities (other than the Retained Liabilities) related to the Generation Business or the Generation Assets occurring, arising or related to the period following the Closing, whether primary or secondary, direct or indirect, absolute or contingent, liquidated or unliquidated, known or unknown, and whether or not accrued, including:

¹ NTD: Include if needed.

(a) all liabilities relating to the Assumed Contracts with respect to the period following the Closing;

(b) all liabilities relating to the Generation Real Property Leases and the Third Party Use Agreements with respect to the period following the Closing;

(c) all obligations under any licenses, franchises or permits assigned by PG&E to the Company with respect to the period following the Closing;

(d) all Taxes and other obligations with respect to the Generation Assets that accrue on or after the Closing Date (determined, with respect to Taxes, in a manner consistent with Section 8.3(c));

(e) all liabilities relating to the actual or alleged failure of any Generation Assets or the Generation Business to comply with any applicable Law (including Environmental Laws) with respect to the period following the Closing;

(f) all Decommissioning Liabilities and all other liabilities relating to closure, shutdown, monitoring, investigation, cleanup, containment, remediation, removal, mitigation, response or restoration work at, on, beneath, to, from or in any Generation Assets following the Closing;

(g) all obligations of PG&E pursuant to the FERC Project Licenses following the Closing;

(h) all Assumed Environmental Liabilities;

(i) all Generation Regulatory Liabilities; and

(j) all other liabilities expressly allocated to the Company in this Agreement or any of the Intercompany Agreements.

2.6. Retained Liabilities. PG&E shall remain responsible for the discharge and performance of obligations and liabilities of PG&E and its Related Persons other than the Generation Liabilities (the "Retained Liabilities"). Without limiting the generality of the foregoing, the Retained Liabilities shall include:

(a) any liability relating to the ownership or operation of the Generation Assets prior to the Closing, but not including any Assumed Environmental Liabilities;

(b) all obligations and liabilities of the Remaining Business, including (i) all claims, demands, violations, actions, damages, assessments, penalties, fines, costs, expenses, obligations, or other liabilities with respect to the ownership, operation or maintenance of assets and properties relating to the Remaining Business; and (ii) any Taxes related to the Remaining Business;

(c) all obligations and liabilities to the extent arising out of or relating to any Excluded Assets;

(d) all liabilities assumed by, retained by or agreed to be performed by or on behalf of PG&E pursuant to this Agreement or the Intercompany Agreements;

(e) all accounts payable of PG&E with respect to the period prior to the Closing;

(f) any Taxes related to the Generation Assets or the Generation Liabilities with respect to any taxable period (or portion thereof) ending before the Closing Date (determined, with respect to Taxes, in a manner consistent with Section 8.3(c));

(g) payroll Taxes, whether owed by the employee or employer, with respect to any current or past employees of PG&E (whether in connection with the Remaining Business or the Generation Business) or any Related Person (except to the extent allocated to the Company for periods (or portions thereof) beginning on or after the Closing Date pursuant to this Agreement or the Intercompany Agreements, or with respect to any employees directly employed by the Company following the Closing);

(h) all obligations and liabilities arising out of or relating to any indebtedness of PG&E or any Related Person thereof;

(i) the Known Environmental Liabilities;

(j) all obligations and liabilities of PG&E related to assets previously used or held for use by PG&E in its business of the generation or emission of electricity that are not Generation Assets, including all such assets that have been transferred or sold prior to the Closing Date (including all Environmental Liabilities related to such assets); and

(k) [all obligations and liabilities in respect of any matter listed on Schedule 2.6(k)];

(l) all obligations and liabilities of PG&E or any Related Person, to any current or past employee or independent contractor of PG&E or any Related Person or any other third party with respect to any accrued, unpaid or other salary, wages, benefits, expense reimbursements, severance or other separation payments, any sales or other commission or other compensation or other equity-based incentives, including any payment due to any employee for any vacation or other paid time off earned (but not used) by such employee (except to the extent allocated to the Company for periods following the Closing pursuant to the Intercompany Agreements); and

(m) all fines, penalties or costs imposed for actions or matters prior to the Closing by a Governmental Authority against PG&E or its Related Persons, the Generation Assets, the Generation Business or any activities occurring in connection with and attributable to the ownership, lease or operation of the Generation Assets resulting from the violation of any statute, ordinance, rule or regulation promulgated by a Governmental Authority, but not including any Assumed Environmental Liabilities.

ARTICLE III CLOSING

3.1. Closing. On the terms and subject to the conditions set forth in this Agreement, the closing of the contribution of the Generation Assets and the other transactions contemplated by this Agreement (the “Closing”) shall take place via the exchange of electronic documents on the date hereof (the “Closing Date”) and the Closing shall be deemed effective as of 12:01 a.m. (Pacific Standard Time) on the Closing Date.

3.2. Closing Deliveries.

(a) Closing Deliveries of the Company. At the Closing, on the terms and subject to the conditions set forth in this Agreement, the Company shall deliver to PG&E (the documents set forth in the following clauses (i) through (xiv), the “Conveyance Documents”):

(i) an executed counterpart to the Bill of Sale substantially in the form attached hereto as Exhibit A with respect to all Tangible Personal Property and Generation Business Records;

(ii) executed counterparts to the Assignment and Assumption Agreements substantially in the form attached hereto as Exhibit B with respect to each Assumed Contract;

(iii) executed counterparts to the Grant Deed and Reservation of Easements for each Owned Generation Real Property substantially in the form attached hereto as Exhibit C;

(iv) executed counterparts to the Assignment and Assumption Agreement of Leases and Occupancy Agreements substantially in the form attached hereto as Exhibit D with respect to each of the Generation Real Property Leases, or sublease from PG&E to the Company as to any Generation Real Property Lease that is not assigned to the Company, or sublease from the Company to PG&E as to any portion of the premises under a Generation Real Property Lease that is assigned to the Company and is not a Generation Asset;

(v) executed counterparts to the Quitclaim of Prescriptive Rights agreement substantially in the form attached hereto as Exhibit E with respect to Generation Real Property for which PG&E has unwritten or prescriptive rights;

(vi) an executed counterpart to the Assignment of Easements and Rights substantially in the form attached hereto as Exhibit F with respect to applicable Generation Rights-of-Way;

(vii) an executed counterpart to the Assignment and Assumption of Third Party Use Agreements substantially in the form attached hereto as Exhibit G with respect to the Generation Real Property leased or licensed by PG&E to third parties;

(viii) executed counterpart to the Easement Agreement for the Specified PG&E Real Property substantially in the form attached hereto as Exhibit H;

(ix) executed counterpart to the Remediation License substantially in the form attached hereto as Exhibit I;

(x) an executed counterpart to the Assignment of Water Rights (including State Water Resources Control Board, Division of Water Rights change of ownership form) substantially in the form attached hereto as Exhibit J;

(xi) an executed counterpart to the Conservation Easement Assignment and Assumption Agreement for [_____] substantially in the form attached hereto as Exhibit K²;

(xii) an executed counterpart to the documentation evidencing transfers of Permits;

(xiii) all other separate assignments of any Intangible Personal Property necessary, proper or advisable to record the transfer of Generation Assets with any applicable Governmental Authority, lessor or other Person with whom such assignments must be filed;

(xiv) such other customary instruments of transfer or assumption, filings, or documents, in form and substance reasonably satisfactory to PG&E, as may be required to give effect to the transactions contemplated by this Agreement; and

(xv) an executed counterpart to each of the Intercompany Agreements.

(b) Closing Deliveries of PG&E. At the Closing, on the terms and subject to the conditions set forth in this Agreement, PG&E shall deliver, or cause to be delivered, to the Company:

(i) an executed counterpart to the Conveyance Documents;

(ii) an executed counterpart to each of the Intercompany Agreements;

and

(iii) such other customary instruments of transfer or assumption, filings, or documents, in form and substance reasonably satisfactory to the Company, as may be required to give effect to the transactions contemplated by this Agreement.

3.3. Intercompany Agreements. Concurrently with the Closing, PG&E and the Company shall enter into the following agreements (the “Intercompany Agreements”):

(a) Operations and services agreements substantially in the form attached hereto as Exhibit L;

(b) Corporate services agreements substantially in the form attached hereto as Exhibit M;

² NTD: Applicable only to hydroelectric generation assets.

(c) Billing services agreement substantially in the form attached hereto as Exhibit N;

(d) Interconnection agreements and amendments to existing interconnection agreements, each substantially in the forms, as applicable, attached hereto as Exhibit O.

(e) Fuel procurement agreement substantially in the form attached hereto as Exhibit P;

(f) Scheduling and dispatch agreement substantially in the form attached hereto as Exhibit Q;

(g) Legal and regulatory matters agreement substantially in the form attached hereto as Exhibit R;

(h) Officer services agreement substantially in the form attached hereto as Exhibit S;

(i) Intercompany indemnification agreement for wildfire liabilities substantially in the form attached hereto as Exhibit T; and

(j) such other agreements in form and substance reasonably satisfactory to PG&E and the Company as may be required for the period following the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PG&E

PG&E represents and warrants to the Company as of the date of this Agreement that, except as set forth on the Disclosure Schedules:

4.1. Organization and Existence. PG&E is a corporation duly incorporated, validly existing and in good standing under the laws of the State of California. PG&E has all requisite corporate power and authority to carry on its business as presently conducted and to own or lease and operate its properties and assets now owned or leased and operated by it, and to consummate the Contemplated Transactions to be performed by it.

4.2. Execution, Delivery and Enforceability. PG&E has all requisite corporate power and authority to enter into and carry out its obligations under this Agreement and each of the Conveyance Documents to which it is a party. The execution, delivery and performance by PG&E of this Agreement and each of the Conveyance Documents, and the consummation of the Contemplated Transactions, have been duly authorized by all corporate action required on the part of PG&E. Each of this Agreement and each Conveyance Documents has been duly and validly executed and delivered by PG&E and constitutes the valid and legally binding obligation of PG&E, enforceable against PG&E in accordance with its terms, except as such enforceability may be limited or denied by (a) applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights and the enforcement of debtors' obligations generally and (b) general principles of equity, regardless of whether enforcement is pursuant to a proceeding in equity or at law (clauses (a) and (b), the "Enforceability Exceptions").

4.3. No Violation. None of the execution and delivery of this Agreement or the Conveyance Documents, the performance or compliance with any provision hereof or thereof, or the consummation of the Contemplated Transactions will:

(a) violate, or conflict with, or result in a breach of any provision of the Organizational Documents of PG&E;

(b) subject to Section 4.4, violate any Law or require the material modification of any Law, presently in effect that PG&E is required to comply with to own, lease or operate the Generation Assets, other than where such violation or material modification would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;

(i) except as set forth on Schedule 4.3(b)(i) to the Knowledge of PG&E, violate, result in the termination of, or require the material modification of any Permit, other than where such violation, termination, or material modification would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect;

(ii) except as set forth in Schedule 4.3(b)(ii), require any Consent or prior notice to any third party, other than where the failure to obtain such Consent or give such prior notice would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect; or

(iii) result in the creation or imposition of any Lien, other than Permitted Liens, upon any of the Generation Assets, or a breach of, or constitute a default under, or give to any other Person any right of termination, amendment, acceleration or cancellation of any agreement to which PG&E is a party that would affect the Generation Assets or the Generation Business, other than where such creation or imposition of a Lien, breach or default or right of termination, amendment, acceleration or cancellation would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

4.4. Energy Industry Regulations.

(a) The Contemplated Transactions are authorized by the CPUC Order and CPUC Advice Letter Approval, which are in full force and effect. The CPUC Order, after giving effect to the CPUC Advice Letter Approval, is in full force and effect.

(b) The FERC Approvals, which are in full force and effect, have been obtained.

(c) PG&E has obtained the CEC Approval.

(d) PG&E has obtained FCC Approval.

4.5. Compliance with Law. Since the Lookback Date and to the extent related to the Generation Business or the Generation Assets: (a) the Generation Business is and has been in compliance with all applicable Laws; (b) no notice, charge, claim, action or assertion has been filed, commenced or threatened in writing, or to the Knowledge of PG&E orally, against PG&E or the Generation Business alleging any noncompliance or violation of any applicable Law; and

(c) to Knowledge of PG&E, no investigation with respect to any noncompliance or violation of any applicable Law by PG&E or the Generation Business has been commenced and remains unresolved, except, in each case, as would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect.

4.6. No Litigation. There is no Action against PG&E (to the extent related to the Generation Business), and to PG&E's Knowledge, there is no Action threatened in writing against PG&E (to the extent related to the Generation Business or the Generation Assets), which would, if adversely determined, reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect, other than with respect to proceedings relating to the Regulatory Approvals prior to the issuance or receipt thereof. There is no unsatisfied judgment, penalty or award against PG&E (to the extent related to the Generation Business or the Generation Assets), except as would not be reasonably likely to have, individually or in the aggregate, a Material Adverse Effect.

4.7. Permits

(a) Schedule 4.7(a) sets forth the Permits material to the ownership, operation and maintenance of the Generation Assets and Generation Business.

(b) Except as set forth on Schedule 4.7(b), PG&E has obtained and properly maintained all Permits necessary for the ownership or lease of the Generation Assets and operation of the Generation Business and all such Permits are in full force and effect, other than, in each case, such Permits with respect to which the failure to obtain or properly maintain such Permit would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. To the Knowledge of PG&E, PG&E has not received any written notice (a) of noncompliance or default with respect to any Permit or (b) of the revocation, termination, or material modification of any Permit, in each case, that would reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect.

4.8. Water Rights. PG&E has title or the ownership or regulatory rights, as applicable, to the Water Rights free and clear of all other interests or Liens other than Permitted Liens.

4.9. Real Property.

(a) Schedule 4.9(a) sets forth (i) for each Generation Facility (other than the Hydroelectric Facilities), whether such Generation Facility is located on Owned Generation Real Property, Leased Generation Real Property, or Generation Rights-of-Way, or combination thereof and (ii) for the Generation Real Property associated with any Hydroelectric Facility, a list of the parcel numbers and the approximate acreage of such parcel. Except as set forth on Schedule 4.9(a) or as would not reasonably be expected to have a Material Adverse Effect, (a) PG&E owns good and marketable fee title to all Owned Generation Real Property, (b) PG&E holds a valid and subsisting leasehold interest in the Leased Generation Real Property, and (c) PG&E's rights with respect to the Generation Rights-of-Way are valid and subsisting, in each case, free and clear of all Liens other than Permitted Liens. PG&E has not leased or otherwise granted to any Person rights to use or occupy any of the Generation Real Property that impairs, or would reasonably be expected to impair, in any material respect the value, use or occupancy of the Generation Real

Property by the Company. Except as set forth on Schedule 4.9(a), PG&E has not granted any options or rights of first refusal to purchase any Owned Generation Real Property.

(b) Each of the Third Party Use Agreements is a legal, valid and binding obligation of PG&E and, to the Knowledge of PG&E, each other party thereto, and is in full force and effect and enforceable in accordance with its terms, except (i) as such enforceability may be limited by the Enforceability Exceptions, or (ii) where such failure to be valid, binding, enforceable or in full force and effect would not reasonably be expected to have a Material Adverse Effect. PG&E is not in breach or violation of any Third Party Use Agreements, Generation Real Property Leases, or Property Rights Agreements and, to the Knowledge of the PG&E, no other party to any such Third Party Use Agreements, Generation Real Property Lease or Property Rights Agreement is in breach or violation of any such Third Party Use Agreements, Generation Real Property Leases or Property Rights Agreements, except in each case for any such breaches or violations that would not reasonably be expected to have a Material Adverse Effect.

(c) Except as set forth on Schedule 4.9(c), PG&E has not received written notice of an existing or pending condemnation, eminent domain or similar proceeding pertaining to any of the Generation Real Property that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) To the Knowledge of PG&E, local zoning ordinances, general plans and other applicable governmental land use regulations (in each case to the extent binding on PG&E) and all private covenants, conditions and restrictions, if any, pertaining to any Owned Generation Real Property permit the use and operation of such Owned Generation Real Property for its current use, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Except as set forth on Schedule 4.9(d), PG&E has not received written notice of any current uncured violation of any Governmental Order or pending or threatened proceedings for the rezoning of any Generation Real Property or any portion thereof, or the taking of any other action by Governmental Authority with respect to such Generation Real Property that would materially hinder or prevent the use thereof for its current use, except as would not have, or reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.10. Title and Condition; Sufficiency of Assets.

(a) PG&E has good and valid title to (or a valid leasehold interest in or license to) all of the Generation Assets (except for real property interests), free and clear of any Liens (except for Permitted Liens). Subject to the Consents listed on Schedule 4.10(a), PG&E has the ability to transfer, convey and assign to the Company good and valid title to the owned Generation Assets and the right to use leased or licensed Generation Assets, in each case free and clear of all Liens (except for Permitted Liens). The Tangible Personal Property is in good condition and repair (subject to normal wear and tear), is useable in the ordinary and usual course of business consistent with past custom and practice.

(b) Subject to PG&E's provision of materials and services pursuant to the Intercompany Agreements and its retention of equipment and property specifically delineated as Excluded Assets, the Generation Assets constitute all of the assets necessary to conduct the

Generation Business in all material respects in the manner conducted by PG&E as of the date of this Agreement.

4.11. Material Assigned Contracts.

(a) Schedule 4.11(a) contains a true, correct and complete list of all material Assumed Contracts (the “Material Assigned Contracts”) and amendments and supplements thereto to which PG&E is a party and to which the Generation Assets are subject (other than any real property interests). PG&E has paid, or caused to be paid, all amounts currently due and payable by it with respect to each Material Assigned Contract, and PG&E is not in default of any material obligation therein. There are no facts or circumstances which with notice, the passage of time or both could constitute a breach or default by PG&E or, to the Knowledge of PG&E, any counterparty under any of such Material Assigned Contracts that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(b) All Material Assigned Contracts listed on Schedule 4.11(b) are in full force and effect, are valid and binding, and enforceable by PG&E and, to the Knowledge of PG&E, the other parties thereto in accordance with their respective terms, except as such enforceability may be limited by the Enforceability Exceptions.

(c) PG&E has not received written notice from a counterparty to any Material Assigned Contract (i) alleging any material breach or default by PG&E under such Material Assigned Contract; (ii) alleging the invalidity or unenforceability of or its right of termination or rescission with respect to, such Material Assigned Contract; or (iii) of any intention to exercise (other than in the normal course of performance) any right or remedy exercisable upon a breach or default under such Material Assigned Contract.

(d) Except for any agreements or arrangements set forth on Schedule 4.11(d), no manager, officer, director, or employee of PG&E is a counterparty to any Material Assigned Contract.

(e) All contractual agreements or arrangements material to the operation of the Generation Business (other than with respect to the Generation Real Property) are included, collectively, within the Material Assigned Contracts and the Intercompany Agreements.

4.12. Insurance.

(a) Schedule 4.12(a) lists and briefly describes each insurance policy maintained with respect to the Generation Assets or the Generation Business. All such insurance policies are in full force and effect and, subject to payment of annual premiums, will continue in full force and effect following the Closing. With respect to events and circumstances occurring on and prior to the Closing Date, such insurance policies allow for PG&E (and its successors, including the Company) to recover insurance proceeds following the Closing for covered losses with respect to the Generation Assets and the Generation Business. PG&E has not defaulted with respect to its obligations under any insurance policies or been denied insurance coverage with respect to the Generation Assets or the Generation Business.

(b) Other than as described on Schedule 4.12(b), all premiums due and payable under any insurance policy referred to in Schedule 4.12(a) have been paid, and PG&E has not received any notice regarding the cancellation, termination or discontinuance of any insurance policy referred to in Schedule 4.12(a)

(c) PG&E has bound, with a reputable insurance broker insurance policies covering the Company in the amounts set forth on Schedule 4.12(c).

4.13. Employees and Employee Benefit Plans; Labor.

(a) PG&E does not maintain, does not contribute to, is not required to contribute to and is not a party to any “welfare” plan, fund or program (within the meaning of Section 3(1) of ERISA), any profit sharing, stock bonus or other “pension” plan, fund or program (within the meaning of Section 3(2) of ERISA) or other plan, program, policy agreement or other arrangement providing for retirement, compensation, severance, welfare or other employee benefits (an “Employee Benefit Plan”), and no circumstance exists which would be reasonably be expected to result in a Material Adverse Effect with respect to any Employee Benefit Plan maintained by PG&E.

(b) Schedule 4.13(b) sets forth a complete and accurate list of all individuals who will be employed directly by PG&E as of the Closing Date, stating each such employee’s job title.

4.14. Environmental Matters. Except as set forth in Schedule 4.14 or as would not reasonably be likely to have, individually or in the aggregate, a Material Adverse Effect:

(a) Since the Lookback Date, the Generation Business has been in compliance with all applicable Environmental Laws, which compliance includes the possession of all material Permits required under Environmental Laws to own the Generation Assets and operate the Generation Business (“Environmental Permits”), and with the terms and conditions thereof;

(b) There is no pending or, to PG&E’s Knowledge, threatened Environmental Claim with respect to the Generation Business or the Generation Assets (other than in the ordinary course of business for the Generation Business or the Generation Assets);

(c) There are no Governmental Orders at the Closing pursuant to Environmental Laws with respect to the Generation Business or the Generation Assets; and

(d) There have been no Releases of Hazardous Substances on, at, under or migrating from any of the real property owned or operated by PG&E in connection with the Generation Business that would reasonably be expected to result in liability for the Company.

Notwithstanding anything to the contrary in this Agreement, the representations and warranties in this Section 4.14 are PG&E’s sole and exclusive representations and warranties with respect to Environmental Laws, Environmental Permits, environmental matters and any obligations or liabilities arising under or with respect to any of the foregoing.

4.15. Data Privacy; Cybersecurity.

(a) Solely to the extent related to the Generation Business, PG&E has and, to the Knowledge of PG&E, with respect to the Processing of Personal Data on PG&E's behalf, its Data Processors have, since the Lookback Date, complied in all material respects with all applicable Generation Business Privacy Policies and Privacy Laws. To the extent required by Privacy Laws or Generation Business Privacy Policies and solely to the extent related to the Generation Business, (i) Personal Data is Processed by PG&E and its Data Processors in an encrypted manner, and (ii) Personal Data is securely deleted or destroyed by PG&E and its Data Processors. Solely to the extent related to the Generation Business, neither the execution, delivery or performance of this Agreement nor any of the other transaction documents contemplated by this Agreement, nor the consummation of the Contemplated Transactions violate any Privacy Laws or Generation Business Privacy Policies. Where PG&E uses a Data Processor to Process Personal Data used in the Generation Business, the Data Processor has provided guarantees, warranties or covenants in relation to Processing of Personal Data, confidentiality, security measures and has agreed to comply with those obligations in a manner sufficient for PG&E's compliance with Privacy Laws.

(b) PG&E has established an Information Security Program with respect to the Generation Business, and since the Lookback Date there have been no violations of the then-current Information Security Program. PG&E has tested its respective Information Security Programs on a no less than annual basis and remediated all critical, high and medium risks and vulnerabilities. The IT Systems used by the Generation Business that are currently owned or controlled by PG&E are in good working condition, operate and perform as necessary to conduct the Generation Business and, to the Knowledge of PG&E, do not contain any malicious code. All Generation Business Data will continue to be available for Processing by the Generation Business immediately following the Closing on substantially the same terms and conditions as existed immediately before such Closing. PG&E is not in material breach or default of any contractual obligation relating to its IT Systems or to Generation Business Data used by or related to the Generation Business and PG&E does not transfer Personal Data used by the Generation Business internationally except where such transfers comply with Privacy Laws and Generation Business Privacy Policies.

(c) Since the Lookback Date and solely to the extent related to the Generation Business, PG&E and, to the Knowledge of PG&E, its Data Processors, have not suffered a Data Breach, have not been required to notify any Person or Governmental Authority of any Data Breach, and have not been adversely affected by any malicious code or denial-of-service attacks on any IT Systems. Since the Lookback Date and solely to the extent related to the Generation Business, none of PG&E nor any third party acting at the direction or authorization of PG&E has paid any perpetrator of any actual or threatened Data Breach or cyber-attack, including a ransomware attack or a denial-of-service attack. Since the Lookback Date and solely to the extent related to the Generation Business, PG&E has not received a written notice (including any enforcement notice), letter, or complaint from a Governmental Authority or any Person alleging noncompliance or potential noncompliance with any Privacy Laws or Generation Business Privacy Policies and PG&E has not been subject to any proceeding relating to noncompliance or potential noncompliance with Privacy Laws or the Processing of Personal Data used in the Generation Business.

4.16. Taxes. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) all Tax Returns required to be filed with respect to the Generation Assets have been timely filed (taking into account extensions), all such Tax Returns are correct and complete and all Taxes required to be paid with respect to the Generation Assets (whether or not shown as due on such Tax Returns) have been timely paid, (ii) there are no audits, claims or assessments regarding Taxes pending or, to PG&E's Knowledge, threatened against the Generation Assets and (iii) the Generation Assets have not been subject to any claim made in writing by any Governmental Authority in a jurisdiction where Tax Returns with respect to the Generation Assets have not been filed to the effect that the Generation Assets may be subject to material Taxes in that jurisdiction.

4.17. Intellectual Property. Schedule 4.17 sets forth the types of Intellectual Property Rights that are included in the Intangible Personal Property. No material Intellectual Property Rights, other than such Intellectual Property Rights set forth on Schedule 4.17, are currently used by PG&E to conduct the Generation Business as conducted by PG&E as of the Closing Date.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, PG&E EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE GENERATION ASSETS OR THE PROSPECTS (FINANCIAL AND OTHERWISE), RISKS AND OTHER INCIDENTS OF THE GENERATION ASSETS AND PG&E SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE GENERATION ASSETS, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, OR COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS, OR AS TO THE CONDITION OF, OR PG&E'S RIGHTS IN, OR ITS TITLE TO, THE GENERATION ASSETS, OR ANY PART THEREOF, OR WHETHER PG&E POSSESSES SUFFICIENT REAL PROPERTY OR PERSONAL PROPERTY INTERESTS TO OWN OR OPERATE THE GENERATION ASSETS OR TO CONVEY THE GENERATION ASSETS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, PG&E FURTHER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING THE ABSENCE OF HAZARDOUS SUBSTANCES OR LIABILITY OR POTENTIAL LIABILITY ARISING UNDER ENVIRONMENTAL LAWS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, PG&E EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND REGARDING THE CONDITION OF THE GENERATION ASSETS OR THE SUITABILITY OF ANY FACILITY FOR OPERATION IN GENERATING ELECTRICITY AND NO SCHEDULE OR EXHIBIT TO THIS AGREEMENT, NOR ANY OTHER MATERIAL OR INFORMATION PROVIDED BY OR COMMUNICATIONS MADE BY PG&E, WILL CAUSE OR CREATE ANY WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE GENERATION ASSETS.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants as of the date of this Agreement that:

5.1. Organization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite power and authority to enter into this Agreement and the other agreements, documents and instruments contemplated hereby to be executed and delivered by the Company at Closing and to consummate the Contemplated Transactions to be performed by it.

5.2. Execution, Delivery and Enforceability. The Company has all requisite power and authority to enter into and carry out its obligations under this Agreement and each of the Conveyance Documents to which it is a party. The execution, delivery and performance by the Company of this Agreement and each of the Conveyance Documents, and the consummation of the Contemplated Transactions, have been duly authorized by all action required on the part of the Company. Each of this Agreement and each Conveyance Documents has been duly and validly executed and delivered by the Company and constitutes the valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by Enforceability Exceptions.

5.3. No Breach. The execution and delivery by the Company of this Agreement does not, and the consummation by the Company of the Contemplated Transactions does not (a) subject to Section 4.4, violate or conflict with any applicable Law or Governmental Order or (b) result in a breach of any of the provisions of, or constitute a default under, any provision of the Company's Organizational Documents.

ARTICLE VI AGREEMENTS REGARDING GENERATION ASSETS

6.1. Delayed Transfer of Certain Generation Assets and Generation Liabilities.

(a) Notwithstanding anything in this Agreement to the contrary, PG&E shall not be obligated to contribute, assign, transfer, convey or deliver to the Company (i) any Generation Asset until such time as all Legal Impediments are removed or all Consents necessary for the legal transfer and assumption thereof are obtained or delivered in respect of such Generation Asset (the "Delayed Generation Assets"; all Delayed Generation Assets as of the Closing are set forth on Schedule 6.1(a)(i)) and (ii) any liabilities related to such Delayed Generation Assets (the "Delayed Generation Liabilities"; all Delayed Generation Liabilities as of the Closing are set forth on Schedule 6.1(a)(ii)); provided that, for all purposes of this Section 6.1, if, for any Generation Asset, applicable Law permits the contribution, assignment, transfer, conveyance or delivery without any other removal of any Legal Impediment or the obtaining or delivering of any such Consent, then such Generation Asset shall be deemed to be contributed, assigned, transferred conveyed and delivered as of the Closing Date without such separate removal of any such Legal Impediment or such separate obtaining or delivery of any such Consent. For all purposes hereof, unless otherwise waived in writing by PG&E or transferred to the Company as provided in this Section 6.1, "Generation Assets" shall not include any Delayed Generation Asset and "Generation Liabilities" shall not include any Delayed Generation Liability until all Legal Impediments are removed and all Consents necessary for the legal transfer or assumption thereof are obtained or delivered in respect of such Delayed Generation Asset or Delayed Generation Liability.

(b) To the extent there are any Delayed Generation Assets following the Closing, PG&E shall use commercially reasonable efforts to preserve and maintain such Delayed Generation Assets in all material respects, and shall be responsible for the operation and maintenance of the Delayed Generation Assets and the Delayed Generation Liabilities.

(c) Following the Closing, PG&E and the Company shall, as soon as reasonably practicable, use commercially reasonable efforts to remove all Legal Impediments and obtain all Consents necessary for the transfer of any Delayed Generation Asset or the assumption of any Delayed Generation Liability. At such time and on each occasion after the Closing Date that a Legal Impediment is removed or a Consent is obtained, as applicable, with respect to each Delayed Generation Asset, PG&E shall promptly contribute, assign, transfer, convey or deliver to the Company, and the Company shall assume such Delayed Generation Asset, and the Company shall assume all related Delayed Generation Liabilities, and in connection therewith, shall execute and deliver such further documents, instruments, conveyances or assurances as necessary to give effect to such contribution, assignment, transfer, conveyance or delivery.

(d) Following such transfer of such Delayed Generation Asset, or the assumption of such Delayed Generation Liability, such Delayed Generation Asset or Delayed Generation Liability shall be treated for all purposes of this Agreement as a “Generation Asset” or as a “Generation Liability” as of the date of transfer or assumption, as the case may be, and shall no longer be a “Delayed Generation Asset” or a “Delayed Generation Liability”.

6.2. Generation Assets on PG&E Property.

(a) Schedule 6.2(a) sets forth the types of assets that are located on real property owned by PG&E, real property leased by PG&E, or other real property interests held by PG&E, which assets may be necessary for the operation of the Generation Business after the Closing.

(b) From and after the Closing, PG&E and the Company shall enter into easements, leases or other agreements providing the Company the rights necessary for the operation, maintenance and monitoring of the applicable Generation Assets.

6.3. Subdivision of PG&E Retained Land.

(a) Schedule 6.3(a) sets forth a description of certain parcels of land owned by PG&E on which both a Generation Facility (the “Subdivision Parcels”) and assets of a facility unrelated to the Generation Business (the “Retained Land”) are located, and with respect to which the portions that are used in connection with the Generation Business and such other line of business do not constitute separate legal lots. PG&E agrees that, after the Closing, PG&E shall use its diligent efforts to cause the Subdivision Parcels to be subdivided into separate legal lots from the remaining Retained Land (the “Subdivisions”). The Company agrees to cooperate with PG&E in obtaining the necessary approvals and PG&E will be responsible for the third party costs for such Subdivision, including third party surveying, engineering legal and filing fees. Upon the recordation of the Subdivision for each Subdivision Parcel, PG&E shall convey fee title to such Subdivision Parcel to the Company in accordance with the terms and provisions of this Agreement, subject to the reservations set forth in the Grant Deed and Reservation of Easements for such Subdivision Parcel and the Company will agree to the extinguishment of the easements or the

cancellation of the lease, at no cost, granted to the Company or entered into with the Company, as applicable for the use of the Subdivision Parcels on and after the Closing Date.

(b) Until any Subdivision is recorded and the Subdivision Parcel is conveyed to the Company, such Subdivision Parcel shall constitute a Delayed Generation Asset pursuant to Section 6.1 above; provided, however, that, until such time, the Company shall have the right to access the Subdivision Parcel to operate, maintain and monitor any Generation Assets that are located on such Subdivision Parcel.

6.4. Generation Business Records.

(a) After the Closing Date, PG&E shall maintain the Generation Business Records on behalf of the Company. PG&E shall maintain the Generation Business Records in accordance with all applicable PG&E policies and guidelines governing the maintenance of books and records and in accordance with applicable Law.

(b) After the Closing Date and until such time as may be required by applicable Law, upon any reasonable request from the Company or its Representatives, PG&E shall (a) provide to the requesting party reasonable access to such portion of the Generation Business Records being requested during normal business hours and (b) permit the requesting party to make copies of such Generation Business Records, in each case at the cost of the requesting party or its Representatives; provided, however, that nothing herein shall require either party to take any action or provide any access pursuant to this Section 6.4(b) if doing so would (i) reasonably be likely to jeopardize the attorney-client privilege or other legal privilege, or (ii) contravene any applicable Law, fiduciary duty or binding agreement (it being understood that PG&E shall cooperate in any reasonable efforts and requests for waivers that would enable otherwise required disclosure to the Company to occur without so jeopardizing privilege or contravening such Law, duty or agreement). The Company or its Representatives may request such Generation Business Records under this Section 6.4(b) for any purpose in connection with any matter relating to or affected by the Generation Business, including in connection with the audit, accounting, financial reporting, tax, litigation or other similar needs of the Company.

(c) After the Closing, PG&E shall preserve until such time as may be required by applicable Law, all Generation Business Records relating to the period prior to the Closing possessed by PG&E to the extent relating to the Generation Business.

(d) Following the Closing, PG&E and the Company agree to provide to each other and to instruct their respective Related Persons and Representatives to provide to PG&E or the Company, as applicable, such cooperation and assistance and such information as may be reasonably requested upon reasonable advance written notice in connection with the audit, accounting, financial reporting, tax, litigation, federal, foreign or state securities law disclosure or other similar needs of such requesting party; provided, that such cooperation and assistance shall be provided at the requesting party's expense.

**ARTICLE VII
POST-CLOSING AGREEMENTS**

7.1. Environmental Matters.

(a) PG&E's Remediation Obligations

(i) PG&E agrees to undertake any Remediation relating to the matters set forth on Schedule 7.1(a)(i) (the "Known Pre-Closing Environmental Matters"), and to continue such Remediation until PG&E has achieved Completion. "Completion" means, with respect to any Known Pre-Closing Environmental Matter:

(A) PG&E has received written notice that no additional Remediation of such Known Pre-Closing Environmental Matter is required at that time from the Governmental Authority exercising jurisdiction under Environmental Laws over the Remediation of such Known Pre-Closing Environmental Matter; or

(B) PG&E has reasonably determined that no additional Remediation of such Known Pre-Closing Environmental Matter is required by Environmental Law, and (x) if applicable, the Governmental Authority exercising jurisdiction under Environmental Laws over the Remediation of such Known Pre-Closing Environmental Matter has failed to respond within a reasonable period of time to PG&E's request for written notice that no additional Remediation is required, and (y) no written notice requiring additional Remediation has been received from any other Governmental Authority exercising jurisdiction over the applicable Generation Real Property under Environmental Laws

(ii) Notwithstanding the foregoing, if: (1) a Governmental Authority with jurisdiction over the applicable Generation Real Property under Environmental Laws requires Remediation of a Completed Environmental Matter; and (2) such Remediation is required solely because of a change in the Environmental Laws that existed on the date of the Closing, that Completed Environmental Matter will be deemed to be a Known Pre-Closing Environmental Matter from and after the date of such change in the Environmental Laws, until Completion is achieved with respect to such Known Pre-Closing Environmental Matter.

(iii) PG&E's agreement under this Section 7.1(a) to undertake certain Remediation until PG&E has achieved Completion is subject to the following:

(A) PG&E reserves the exclusive right to negotiate and enter into agreements with any Person regarding the nature, technical remediation approach, scope, cleanup objectives or any other aspect of any Remediation undertaken by PG&E.

(B) PG&E will avoid, to the extent reasonably practicable and consistent with sound remediation practices, proposing to a Governmental Authority with jurisdiction over the Generation Real Property under Environmental Laws a method for achieving Completion that will materially decrease the economic value of a Generation Asset.

(C) The Company understands that the Remediation may interfere with the use of the Generation Real Property after the Closing. PG&E will, to the extent

reasonably practicable and consistent with sound remediation practices, undertake the Remediation in a manner that will not unreasonably disrupt operations on the Generation Real Property.

(D) After the completion of any Remediation, PG&E will make commercially reasonable efforts to restore the surface to a condition substantially similar to that existing at the time immediately prior to any such Remediation, provided that no Person (other than PG&E) has taken actions at the applicable Generation Real Property so as to make such restoration impracticable or not commercially reasonable under the circumstances.

(b) Company Agreements Regarding PG&E's Remediation Obligations.

(i) In addition to any other licenses or easements granted by the Company or retained by PG&E in respect of the Generation Real Property, the Company will grant PG&E a non-exclusive license substantially in the form of Exhibit U attached hereto (the "Remediation License"), as needed for the purpose of conducting Remediation of the Known Pre-Closing Environmental Matters, subject to the terms and conditions of this Agreement. The Company agrees that it will comply, and will cause other Persons (other than PG&E, its Related Persons or their respective representatives) at the Generation Real Property to comply, with any requirements, directives, instructions, or plans issued by PG&E for the purpose of protecting the health and safety of Persons on the applicable Generation Real Property during Remediation activities conducted on or in the vicinity of the Generation Real Property.

(ii) The Company acknowledges that PG&E will have sole responsibility for undertaking the Remediation of the Known Pre-Closing Environmental Matters and therefore the Company will not initiate or permit the initiation of any Remediation of the Known Pre-Closing Environmental Matters, or submit, or cause to be submitted, orally or in writing, any information or comments to any Governmental Authority concerning the Known Pre-Closing Environmental Matters or Remediation thereof (other than documents or information routinely and customarily submitted to such Governmental Authority) without the prior written consent of PG&E, unless in the reasonable judgment of the Company such actions are required by Environmental Laws or to protect the immediate health and safety of individuals in the vicinity of the Generation Real Property.

(iii) The Company will assign to PG&E any and all right, claim or interest which the Company may have to payment or reimbursement by any Person in connection with any Known Pre-Closing Environmental Matters or the Remediation thereof.

(iv) The Company will execute any waivers, applications, consents, affidavits, permits, deeds and other documents, as requested by PG&E, in furtherance of PG&E's Remediation of the Known Pre-Closing Environmental Matters.

(v) The Company will accept engineering and/or institutional controls, including any restrictions in deeds relating to the use of the Generation Real Property, and execute any documents as requested by PG&E to effectuate the use of such controls, in furtherance of PG&E's Remediation of the Known Pre-Closing Environmental Matters, except

to the extent that such institutional or engineering controls will have a material adverse impact on the Company's operation of the Generation Assets at said property.

7.2. Land Conservation Commitment.

(a) The Company acknowledges that PG&E has informed the Company of the following:

(i) PG&E is a party to that certain Settlement Agreement as modified and approved by the CPUC in its Opinion and Order of December 18, 2003 (Decision 03-12-035) (the "Settlement Agreement"), pursuant to which PG&E agreed to conserve and protect approximately one hundred forty thousand (140,000) acres of watershed lands, all owned by PG&E (the "Watershed Lands"), all of which are included in the Owned Generation Real Property, for a broad range of beneficial public values (the "Land Conservation Commitment").

(ii) In furtherance of the Settlement Agreement and to provide additional detail regarding the implementation of the Land Conservation Commitment, the parties to the Settlement Agreement and other interested parties entered into that certain Stipulation Resolving Issues Regarding the Land Conservation Commitment dated September 25, 2003 (the "Stipulation" and, together with the Settlement Agreement, the "LCC Documents").

(iii) The Settlement Agreement provides that the Watershed Lands will be (A) subject to permanent conservation easements restricting development of the lands so as to protect and preserve their beneficial public values, or (B) made available for fee simple donation to public entities or qualified non-profit conservation organizations whose ownership will ensure the protection of beneficial public values; provided, that PG&E is not expected to make fee simple donations of Watershed Lands that contain Generation Assets or assets of PG&E, or a joint licensee's, hydroelectric project works.

(iv) In accordance with the LCC Documents, PG&E created the Pacific Forest and Watershed Lands Stewardship Council, a California non-profit public benefit corporation (the "Stewardship Council"), to oversee development and implementation of the Land Conservation Commitment. The Stewardship Council subsequently developed a Land Conservation Plan (the "LCP") establishing a set of objectives to preserve or enhance the beneficial public values identified on each parcel of the Watershed Lands.

(v) The Conservation Easements were entered into in furtherance of the Land Conservation Commitment and PG&E's obligations pursuant to the LCC Documents.

(vi) PG&E desires, through this Agreement and the other agreements to be entered into pursuant hereto, to ensure the permanent protection of the beneficial public values on the Watershed Lands as identified in the LCP while allowing the ongoing use of the Watershed Lands for hydroelectric operations, water delivery and other related activities.

(b) The Company acknowledges that the Conservation Easements are Permitted Liens that run with the title of the Watershed Lands and bind all future owners, including the Company. The Company agrees to comply with the Conservation Easements and the Land

Conservation Commitment, including all obligations associated with donations of lands to public agencies and non-profit organizations. On the Closing Date, if there are donation transactions that have been approved by the Stewardship Council that are not yet completed, PG&E shall amend or withdraw any advice letters or applications pending before the CPUC or FERC, and the Company shall modify the transaction agreements to reflect the change in ownership and resubmit such advice letters or applications to effectuate the donation transactions. For contemplated donation transactions where no filings have yet been made, the Company shall assume the responsibility to complete such transactions and submit the necessary advice letters or applications to effectuate the transactions.

(c) The Company acknowledges that the Conservation Easements run with the title of the property and bind all future owners. PG&E and the Company have, in connection with the Closing, entered into the Conservation Easement Assignment and Assumption Agreements, in the form attached hereto as Exhibit K, with the Company and all holders of the Conservation Easements as part of this transaction to ensure full transparency, acknowledgement, and commitment by all parties to comply with the terms of the Conservation Easements. The Conservation Easement Assignment and Assumption Agreement is not legally required by the Conservation Easements or the Land Conservation Commitment, but is provided to demonstrate mutual assent by PG&E, Company, and the holders of the Conservation Easement to the ongoing conservation requirements. PG&E will record such Conservation Easement Assignment and Assumption Agreements in each applicable county on or promptly following the Closing Date immediately after the recording of the applicable Grant Deeds and Reservation of Rights. PG&E shall bear the cost of the recording fees for recordation of the Grant Deeds and Reservation of Rights and the Conservation Easement Assignment and Assumption Agreements.

7.3. Wrong Pockets.

(a) If and to the extent that it is determined after Closing that legal title to or beneficial or other interest in all or part of any Excluded Asset or Retained Liability has been transferred to the Company, Company shall, promptly upon the request of PG&E (and at PG&E's expense), (x) execute all such agreements, deeds or other documents as may be necessary for the purposes of transferring such assets or liabilities (or part thereof) or the relevant interests in them back to PG&E, (y) complete all such further acts or things as PG&E may reasonably direct in order to transfer such assets or liabilities or the relevant interests in them back to PG&E and (z) hold the asset (or part thereof), or relevant interest in the asset, on trust for PG&E (to the extent permitted by applicable Law) until such time as the transfer is validly effected to vest the asset (or part thereof) or relevant interest in the asset back to PG&E.

(b) If and to the extent that it is determined after Closing that legal title to or beneficial or other interest in all or part of any Generation Asset or Generation Liability has not been transferred to the Company, PG&E shall, promptly upon the request of the Company (and at PG&E's expense), (x) execute all such agreements, deeds or other documents as may be necessary for the purposes of transferring such assets or liabilities (or part thereof) or the relevant interests in them to the Company, (y) complete all such further acts or things as Company may reasonably direct in order to transfer such assets or liabilities or the relevant interests in them to the Company and (z) hold the asset (or part thereof), or relevant interest in the asset, on trust for Company (to

the extent permitted by applicable Law) until such time as the transfer is validly effected to vest the asset (or part thereof) or relevant interest in the asset back to PG&E.

7.4. Access to Information. From the date hereof, at the sole cost and expense of the Company, PG&E will (a) give the Company and its Representatives reasonable access, upon reasonable notice and during business hours, to the offices, properties, books and records relating to the Generation Assets and Generation Liabilities, (b) furnish to the Company and its Representatives such other information relating to the Generation Assets and Generation Liabilities as is reasonably requested and (c) instruct the officers, executives and senior managers of PG&E to reasonably cooperate with Company and its Representatives.

7.5. Confidentiality.

(a) PG&E shall and shall instruct its officers, directors, employees, accountants, advisors, agents, attorneys and other representatives (collectively, “Representatives”), to hold in strict confidence and secrecy, and to not disclose any and all confidential, proprietary and non-public information and materials, whether in written, verbal, graphic or other form, in each case, to the extent concerning the Company, the Generation Business, the Generation Assets or the Generation Liabilities (the “Confidential Information”) to any Person (other than the Company or the Company’s Related Persons), in each case, except (A) in connection with this Agreement or the transactions contemplated hereby or in connection with any other written agreement between PG&E and the Company, (B) in connection with any Minority Sale Agreement, (C) as requested by the Company, (D) to the extent required by applicable Law or for financial reporting purposes, (E) PG&E may disclose such terms to its Representatives as necessary in connection with the ordinary conduct of its respective businesses (so long as such Persons agree to or are bound by contract to keep the terms of this Agreement and the transactions contemplated hereby confidential).

(b) If PG&E is requested or required (by oral question or request for information or documents in legal proceedings, interrogatories, subpoena, civil investigation demand or similar process) to disclose any Confidential Information, then such disclosing Person shall provide the Company with written notice of such request or requirement to enable the Company to (i) to seek an appropriate protective order or other remedy, (ii) to consult with the disclosing Person with respect to steps taken by the disclosing Person to resist or narrow the scope of such request or requirement and/or (iii) to waive compliance, in whole or in part, with the terms of this Section 7.5(b). If, in the absence of a protective order or the receipt of a waiver under this Section 7.5(b), the disclosing Person is nonetheless, in the reasonable opinion of its counsel, required to disclose such Confidential Information, then the disclosing Person may disclose such Confidential Information without any liability.

7.6. Use of PG&E Name and Logos. The Company shall not use, or permit any Related Person to use, the name “Pacific Gas and Electric”, “PG&E” or any name reasonably similar thereto after the Closing Date; provided, however, that (x) the Company shall be permitted to use any entity names that incorporate words included in such names (including, for the avoidance of doubt, the entity name of the Company as of the Closing) and (y) the Company may use such names as part of indicating association with PG&E. Without limitation of the foregoing, after the Closing Date, the Company agrees not to, directly or indirectly, use or authorize any other

person or entity to use the word “Pacific Gas and Electric”, “PG&E” or any name reasonably similar thereto (other than a name that is the entity name of the Company), or any Intellectual Property Rights of PG&E (including any variant extension domain name derived from any domain name of PG&E or any domain name with a variant spelling based on, derived from, or reasonably similar to, any such domain name of PG&E), as a corporate or business name, trade name, domain name, trademark or servicemark.

ARTICLE VIII REMEDIES; INDEMNIFICATION

8.1. Survival. The representations and warranties of the parties herein shall survive until the first anniversary of the Closing, except that the representations and warranties contained in (x) Section 4.1 (Organization and Existence), Section 4.2 (Execution, Delivery and Enforceability) and Section 4.3 (No Violation) and (y) Section 5.1 (Organization), Section 5.2 (Execution, Delivery and Enforceability) and Section 5.3 (No Breach) shall survive until the date that is three (3) years following the Closing Date. Covenants of the parties shall survive until the period stated herein for such covenant and if no period is stated, until the earlier of (i) full performance of such covenant and (ii) thirty days following the date on which the covenant is required to be performed. Notwithstanding the preceding sentences, any covenant, agreement, representation or warranty in respect of which indemnity may be sought under Section 8.2 shall survive the time at which it would otherwise terminate, if notice of the inaccuracy or breach thereof giving rise to such right to indemnity shall have been given to the party against whom such indemnity may be sought prior to such time.

8.2. Indemnification.

(a) PG&E shall indemnify the Company and its respective officers, directors, employees and agents (each, including the Company, a “Company Party”) against, and shall hold each of them harmless from, any and all damages, claims, debts, actions, assessments, judgments, losses, liabilities, fines, fees, penalties and expenses (including reasonable expenses of investigation and reasonable attorneys’ fees and expenses in connection with any action, suit or proceeding) (collectively, “Losses”) incurred or suffered by a Company Party, whether as between a Company Party and PG&E, or a Company Party and a third party, in connection with, resulting from or arising out of:

(i) any misrepresentation, inaccuracy or breach of a representation or warranty made by PG&E pursuant to this Agreement;

(ii) any breach of a covenant or agreement to be performed by PG&E pursuant to this Agreement;

(iii) the failure of PG&E to perform, pay and discharge when due any (x) Retained Liability; (y) obligation or liability of PG&E relating to the Excluded Assets or (z) claim or cause of action by any party against a Company Party with respect to any Retained Liability or Excluded Asset; or

(iv) any Known Environmental Liabilities.

(b) Notwithstanding anything to the contrary herein, if a Company Party incurs or suffers a Loss in connection with, resulting from or arising out of a set of facts for which the Company Party is entitled to indemnification pursuant to Section 8.2(a), and to the extent that the terms of the RWI Policy (as defined in the Minority Sale Agreement) allow for recovery of a Loss to Investor for breach of a Generation Business R&W under the Minority Sale Agreement that is related to the same set of facts as the Loss incurred by the Company Party under the Separation Agreement, then PG&E shall only indemnify the Company Party pursuant to Section 8.2(a) for an amount equal to [●]³%³ of the Losses (the “PG&E Loss Amount”) incurred or suffered by such Company Party; provided, however, that PG&E shall not be obligated to indemnify the Company for any such Loss unless Investor[s] has made a claim under such RWI Policy for the Loss to Investor for such breach and confirms in writing to PG&E that it will comply with its obligations under Section 14.3(b) of the A&R LLC Agreement (as defined in the applicable Minority Sale Agreement) in respect of such Loss to Investor.

(c) The Company shall indemnify PG&E and its respective officers, directors, employees and agents (each, including PG&E, a “PG&E Party”) against, and shall hold each of them harmless from, any and all Losses incurred or suffered by a PG&E Party, whether as between a PG&E Party and the Company, or a PG&E Party and a third party, in connection with, resulting from or arising out of:

(i) any misrepresentation, inaccuracy or breach of a representation or warranty made by the Company pursuant to this Agreement;

(ii) any breach of a covenant or agreement to be performed by the Company pursuant to this Agreement; or

(iii) the failure of the Company to perform, pay and discharge when due any (x) Generation Liability or (y) claim or cause of action by any party against a Company Party with respect to any Generation Liability.

(d) Determination of Losses.

(i) If, in respect of any Loss of a Company Party subject to indemnification by PG&E pursuant to Section 8.2(a), the Company Party (i) recovers, or reasonably expects to recover, all or a portion of such Loss through the Company’s rates or (ii) receives, or reasonably expects to receive, insurance proceeds for all or a portion of such Loss, then the amount of the Loss that the Company Party may claim pursuant to Section 8.2(a) shall be reduced by the net amount of such amounts in recovered in rates or insurance proceeds (the “Recovered Losses”).

(ii) In the event that an amount representing Recovered Losses is actually received by a Company Party subsequent to receipt by such Company Party of any indemnification payment by PG&E pursuant to this Section 8.2 in respect of the claims to which such Recovered Losses relate, the Company shall promptly refund PG&E an amount equal to the

³ NTD: To reflect PG&E’s ownership interest in the Company following the closing of the Minority Sale Agreement(s).

Recovered Losses (or, if less, in the amount of applicable indemnification payments previously made to the Company Party by PG&E).

(e) Except as expressly provided herein, no party shall be liable hereunder at any time for consequential, exemplary, indirect, special or punitive damages or any Losses of the other party, whether in contract, tort (including negligence), strict liability or otherwise.

(f) PG&E shall not be liable for any claim for indemnification pursuant to Section 8.2(a) unless and until the aggregate amount of indemnifiable Losses which may be recovered from PG&E equals or exceeds \$[●], in which case PG&E shall be liable only for the amount of Losses in excess thereof; provided, that this clause (i) shall not apply to Losses arising out of or relating to the inaccuracy or breach of any Fundamental Representation or in the event of Fraud and (ii) the maximum aggregate amount of indemnifiable Losses which may be recovered from PG&E for Losses arising out of or relating to indemnification claims under this Agreement shall be \$[●]; provided, that this clause (ii) shall not limit any claim for Fraud by PG&E.

(g) Notwithstanding anything to the contrary which may be contained herein, the indemnities set forth in this Article VII shall become effective as of the Closing Date. Other than equitable remedies and except in the case of Fraud, from and after the Closing, the indemnities set forth in this Article VII shall be the exclusive remedies of the Company Parties and the PG&E Parties due to the breach or default of any representation, warranty, covenant, agreement or other matters contained in this Agreement. The Company Parties and the PG&E Parties shall not be entitled to a rescission of this Agreement or to any further indemnification rights, breach or damages or claims of any nature whatsoever in respect thereof, all of which such parties hereby waive.

(h) PG&E Cure Period.

(i) In the event that a Company Party discovers an event that gives rise to a claim pursuant to Section 8.2(a), prior to bringing a claim for indemnification pursuant to Section 8.2(i), the Company Party shall promptly deliver to PG&E written notice of such event. Such notice shall describe the event and potential claim in reasonable detail. Upon receipt of such notice, PG&E shall proceed in a reasonably prompt manner to attempt to cure such underlying event, and shall have a period of one hundred twenty (120) days to cure such underlying event; provided, however, that if such event cannot be cured with such 120 day or longer period, the cure period may be extended for such reasonable period as may be required provided that PG&E has commenced and continued to diligently pursue such cure during the 120 day period.

(ii) If, following the termination of the cure period, the Company Party shall incur, or shall have incurred, a Loss, then the Company Party shall seek indemnification for such Loss against PG&E pursuant to this Section 8.2.

(i) Procedure. All claims for indemnification by an Indemnified Party pursuant to this Section 8.2 shall be made in accordance with the provisions of this Section 8.2(i). Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "Indemnified Party") shall promptly provide written notice of such claim to the other party (the

“Indemnifying Party”). In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such action, with its counsel and at its own cost and expense. If the Indemnifying Party does not assume the defense of any such action, the Indemnified Party may, but shall not be obligated to, defend against such action in such manner as it may deem appropriate, including settling such action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. The Indemnifying Party shall not settle any action without the Indemnified Party’s prior written consent, which consent shall not be unreasonably withheld or delayed, unless the settlement or the entry of a judgment (A) provides a complete release of the Indemnified Party for all liability with respect thereto and (B) does not impose any liability or obligation on the Indemnified Party.

8.3. Certain Tax Matters.

(a) The Company shall pay all documentary, sales, use, stamp, registration, value added, business, goods and services, transfer, real property transfer, recording, conveyancing and other such Taxes and fees (including any penalties, interests and additions to Tax with respect thereto) excluding any income or gains Taxes arising from or incurred in connection with the Contemplated Transactions (“Transfer Taxes”) when due. PG&E shall, at the Company’s expense, prepare and file or cause to be prepared and filed all necessary Tax Returns and other documentation with respect to any such Transfer Taxes, and if required by applicable Law, Company shall join in the execution of any such Tax Returns and other documentation. PG&E and the Company shall cooperate to seek to reduce the amount of any Transfer Taxes incurred, including by providing or obtaining (at the Company’s expense) any application exemption certificates with respect to any such Transfer Taxes.

(b) The Company and PG&E shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the preparation and filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other party’s request) the providing of records and information which are reasonably relevant to any such Tax Return, audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

(c) Subject to Section 8.3(a), to the extent it is necessary for purposes of this Agreement to determine the allocation of liability for, or a refund of, Taxes arising from or incurred in connection with the Generation Assets, the Generation Liabilities, the Generation Business and the Contemplated Transactions for a Tax period that begins before and ends on or after the Closing Date (a “Straddle Period”), such allocation shall be determined by assuming the Straddle Period consisted of two taxable years or periods, one which ended at the close of the day prior to the Closing Date, and the other which began at the beginning of the day of the Closing Date, and any Taxes based on or measured by income, gross or net sales, or payments or receipts shall be

allocated between the pre-Closing Date and post-Closing Date portion of such Straddle Period based on an interim closing of the books as of the close of business on the day prior to the Closing Date and any other Taxes shall be allocated between the pre-Closing Date and post-Closing Date portion of such Straddle Period on a per diem basis.

ARTICLE IX MISCELLANEOUS

9.1. Notices. All notices, requests, consents and other communications under this Agreement must be in writing and shall be deemed to have been duly given and effective (a) immediately (or, if not delivered before 5:00 p.m. San Francisco, California time on a Business Day, the next Business Day) if delivered by electronic mail (with confirmation of transmission) and if a hard copy is delivered by overnight delivery service the next Business Day, (b) on the date of delivery if by hand delivery (with confirmation of receipt) (or, if not delivered on a Business Day, the next Business Day) or (c) on the first Business Day following the date of dispatch (or, if not sent on a Business Day, the next Business Day after the date of dispatch) if sent by overnight service with a nationally recognized overnight delivery service (all fees prepaid). All notices shall be delivered to the following addresses, or such other addresses as may hereafter be designated in writing by a party to the other party:

Notices to PG&E:

Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612
Attention: William Manheim
E-mail: WVM3@pge.com

with copies (which shall not constitute notice) to:

Munger, Tolles & Olson LLP
350 South Grand Ave, 50th Floor
Los Angeles, California 90071
Attention: Judith Kitano
E-mail: judith.kitano@mto.com

Skadden, Arps, Slate, Meagher & Flom LLP
1440 New York Avenue, NW
Washington, DC 20005
Attention: Pankaj Sinha
E-mail: psinha@skadden.com

Notices to the Company:

Pacific Generation LLC
c/o Pacific Gas and Electric Company
300 Lakeside Drive
Oakland, CA 94612

Attention: [*President of the Company*]

E-mail: [●]

with a copy (which shall not constitute notice) to:

[●]

Attention: [*General Counsel of the Company*]

E-mail: [●]

9.2. Assignment; Amendment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned (including by operation of law) without the prior written consent of PG&E and the Company. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective.

9.3. Severability; Interpretation. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. Notwithstanding the fact that this Agreement has been drafted or prepared by one of the parties, each of the Company and PG&E confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person. The captions used in this Agreement and descriptions of the Disclosure Schedules are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption or description of the Disclosure Schedules had been used in this Agreement.

9.4. Complete Agreement. This Agreement and the Minority Sale Agreement, together with and any other agreements referred to herein executed and delivered on or after the date hereof, contain the complete agreement among the parties hereto and supersede any prior understandings, agreements or representations by or between such parties, written or oral, which may have related to the subject matter hereof in any way.

9.5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA (WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF) AS TO ALL MATTERS, INCLUDING MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES.

9.6. Dispute Resolution.

(a) Intent of the Parties. Except as provided in Section 9.8, the sole procedure to resolve any claim arising out of or relating to this Agreement is the dispute resolution procedure set forth in this Section 9.6. Either party hereto may seek injunctive relief with respect to this Agreement or other provisional judicial remedy in accordance with Section 9.8 if such action is necessary to prevent irreparable harm or preserve the status quo, in which case both parties hereto nonetheless shall continue to pursue resolution of the dispute by means of this procedure.

(b) Management Negotiations.

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

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

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

(iv) If the matter is not resolved within forty-five (45) calendar days of the Referral Date, or if the party hereto receiving the written request to meet, pursuant to subsection 9.6(b)(i) above, refuses or does not meet within the ten (10) Business Day period specified in subsection 9.6(b)(i) above, either party hereto may initiate mediation of the controversy or claim according to the terms of the following subsection 9.6(c).

(c) Mediation and Arbitration. If the dispute cannot be so resolved by negotiation as set forth in Section 9.6(b) above, it shall be resolved at the request of either party hereto through a two-step dispute resolution process administered by JAMS. As the first step the parties hereto agree to mediate any controversy before a mediator from the JAMS, pursuant to the applicable JAMS commercial mediation rules, in San Francisco, California. Either party hereto may begin mediation by serving a written demand for mediation. The mediator shall not have the authority to require, and neither party hereto may be compelled to engage in, any form of discovery prior to or in connection with the mediation. If within sixty (60) calendar days after service of a written demand for mediation, the mediation does not result in resolution of the dispute, then the

controversy shall be settled by arbitration conducted by a retired judge or justice from JAMS conducted in San Francisco, California, administered by and in accordance with the applicable JAMS commercial arbitration rules (“Arbitration”). The period commencing from the date of the written demand for mediation until the appointment of a mediator shall be included within the sixty (60) day mediation period. Any mediator(s) and arbitrator(s) shall have no affiliation with, financial or other interest in, or prior employment with either party hereto and shall be knowledgeable in the field of the dispute. Either party hereto may initiate arbitration by filing with JAMS a notice of intent to arbitrate within sixty (60) calendar days of service of the written demand for mediation.

(d) Arbitration Procedures.

(i) At the request of a party hereto, the arbitrator shall have the discretion to order depositions of witnesses to the extent the arbitrator deems such discovery relevant and appropriate. Depositions shall be limited to a maximum of three (3) per party hereto and shall be held within thirty (30) calendar days of the making of a request. Additional depositions may be scheduled only with the permission of the arbitrator, and for good cause shown. Each deposition shall be limited to a maximum of six (6) hours duration unless otherwise permitted by the arbitrator for good cause shown. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary and confidential information. The arbitrator shall also have discretion to order the parties hereto to exchange relevant documents. The arbitrator shall also have discretion to order the parties hereto to answer interrogatories, upon good cause shown.

(ii) Each of the parties hereto shall submit to the arbitrator, in accordance with a schedule set by the arbitrator, offers in the form of the award it considers the arbitrator should make. If the arbitrator requires the parties hereto to submit more than one such offer, the arbitrator shall designate a deadline by which time the parties hereto shall submit their last and best offer. In such proceedings the arbitrator shall be limited to awarding only one of the two “last and best” offers submitted, and shall not determine an alternative or compromise remedy.

(iii) The arbitrator shall have no authority to award punitive or exemplary damages or any other damages other than direct and actual damages and the other damages contemplated by this Agreement.

(iv) The arbitrator’s award shall be made within nine (9) months of the filing of the notice of intention to arbitrate (demand) and the arbitrator shall agree to comply with this schedule before accepting appointment. However, this time limit may be extended by agreement of the parties hereto or by the arbitrator, if necessary. The San Francisco County Superior Court may enter judgment upon any award rendered by the arbitrator. The parties hereto are aware of the decision in *Advanced Micro Devices, Inc. v. Intel Corp.*, 9 Cal. 4th 362 (1994), and, except as modified by this Agreement, intend to limit the power of the arbitrator to that of a Superior Court judge enforcing California law. The prevailing party in this dispute resolution process is entitled to recover its costs and reasonable attorneys’ fees.

(v) The arbitrator shall have the authority to grant dispositive motions prior to the commencement of or following the completion of discovery if the arbitrator concludes that there is no material issue of fact pending before him.

(vi) Except as may be required by law, neither a party hereto nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties hereto.

9.7. Third-Party Beneficiaries and Obligations. Except as otherwise expressly provided in this Agreement, and without limitation to the rights of the Investor[s] pursuant to the [applicable] Minority Sale Agreement, nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person that is not a party hereto any rights or remedies under or by reason of this Agreement or the transactions contemplated hereby.

9.8. Specific Performance; Cumulative Remedies. Each party hereto recognizes and agrees that if it should fail to perform any of its obligations under this Agreement, the remedy at law would be inadequate and agrees that for breach of such provisions, each party will, in addition to such other remedies as may be available to them at law or in equity, be entitled to injunctive relief with respect to this Agreement (including an injunction or injunctions to prevent breaches of this Agreement) and to enforce its rights under this Agreement by an action for specific performance; provided, that each party hereto hereby waives any requirement for the posting of any bond or other surety in connection with any temporary or permanent award of injunctive, mandatory, or other relief. All rights and remedies of the Company under this Agreement, including specific performance remedies, shall be cumulative and the exercise of one or more right or remedies shall not preclude the exercise of any other right or remedy available under this Agreement or applicable Law.

9.9. Bulk Transfer Laws. The Company hereby waives compliance by PG&E with the provisions of any so-called bulk transfer laws (or any similar applicable Law) of any jurisdiction in connection with the contribution of the Generation Assets.

9.10. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

9.11. Usage. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” Words denoting any gender shall include all genders. Where a word is defined herein, references to the singular shall include references to the plural and vice versa. A reference to any party to this Agreement or any other agreement or document shall include such party’s successors and permitted assigns. All references to “\$” and dollars shall be deemed to refer to United States currency unless otherwise specifically provided. All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided. Any reference to any agreement or contract referenced herein or in the Disclosure Schedules shall be a reference to such agreement or contract, as amended, modified, supplemented or waived.

9.12. Counterparts. This Agreement may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Name:
Title:

PACIFIC GENERATION LLC

By: _____
Name:
Title:

EXHIBIT A

Bill of Sale

BILL OF SALE

This BILL OF SALE, dated as of _____, _____ (the “Effective Date”), is made by and between Pacific Gas and Electric Company, a California corporation (“Transferor”), and Pacific Generation LLC, a Delaware limited liability company (“Transferee”).

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Transferor irrevocably contributes, conveys, assigns, transfers, and delivers to Transferee all its right, title and interest in and to the assets identified in Attachment 1 hereto (the “Bill of Sale Assets”).

This Bill of Sale is given pursuant to that certain Separation Agreement, dated as of _____, by and between Transferor and Transferee (the “Separation Agreement”), providing for, among other things, the conveyance of the Bill of Sale Assets from Transferor to Transferee.

Transferee hereby accepts the foregoing sale, conveyance, assignment and transfer and hereby agrees to assume and discharge, in accordance with the terms thereof, all the duties, liabilities and obligations of Transferor relating to the Bill of Sale Assets in accordance with the Separation Agreement. Transferee will be entitled to possession of the Bill of Sale Assets at the location of such assets at the time of the “Closing” (as such term is defined in the Separation Agreement).

This Bill of Sale is made without any covenant, warranty or representation by Transferor of any kind whatsoever, except as expressly set forth in the Separation Agreement, and is made subject to all other terms and conditions of the Separation Agreement.

This Bill of Sale may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned parties have executed and delivered this Bill of Sale as of the Effective Date set forth above.

TRANSFEROR:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Print Name:
Its:

TRANSFeree:

PACIFIC GENERATION LLC,
a Delaware limited liability company

By: _____
Print Name:
Its:

A [_____] Project Description

[A.1 (thru A.26) - Detailed Description of Generation Development (Hydro)]

- Major Waterway(s): Description of Major Rivers, Streams, Creeks.
- Diversion(s): Description of Reservoir(s) (capacity and elevation), Dam(s) (type and dimensions), and Feeder Diversion Facilities.
- Conveyance Facilities: Description of Canal(s), Flume(s), Tunnel(s) (flow capacity, length, types of structures), and Natural Waterway(s).
- Intake(s) & Penstock(s): Description of Intake(s) (dimensions, general descriptions) and Penstock(s) (materials, diameter, length),
- Powerhouse(s): Description of Enclosure(s) (dimensions and floor elevations) and Detailed Descriptions of Powerhouse Equipment (including generation capacity).
- Electric Infrastructure: Description of Electric Transmission and Distribution Powerlines, Switching Stations, Substations, and Other Electric Infrastructure being Transferred with the Development.]

[A.27 (thru A.29) - Detailed Description of Generation Development (Fossil)]

- Major Equipment: Description of Major Facility Infrastructure.
- Powerhouse(s): Description of Enclosure(s) (dimensions and floor elevations) and Detailed Descriptions of Powerhouse Equipment (including generation capacity).
- Electric Infrastructure: Description of Electric Transmission and Distribution Powerlines, Switching Stations, Substations, and Other Electric Infrastructure being Transferred with the Development.]

[A.30 (thru A.33) - Detailed Description of Generation Development (Solar)]

- Major Equipment: Description of Major Facility Infrastructure.
- Electric Infrastructure: Description of Electric Transmission and Distribution Powerlines, Switching Stations, Substations, and Other Electric Infrastructure being Transferred with the Development.]

B Tangible Personal Property

[B.1 (thru B.26) – Detailed Description of Tangible Personal Property (Hydro)]

- Building(s): Desks, Tables, Chairs, Filing Cabinets, Etc.
- Service Yard(s): Lumber, Flume Sheets, Hardware, Batteries, Gravel, Soil, etc.

- Powerhouse(s): Spare Equipment/Parts, Tables, Desks, Chairs, Filing Cabinets, Safety Equipment, etc.
- Canal(s): Thermal Electric Generator/Propane Tank, Radio Transmitting Unit, Solar Panels/Batteries, Shotgun Gate(s) and Telemetry, Float Well Cabinet(s), etc.]

[B.27 (thru B.29) – Detailed Description of Tangible Personal Property (Fossil)

- Building(s): Desks, Tables, Chairs, Filing Cabinets, Etc.
- Service Yard(s): Lumber, Flume Sheets, Hardware, Batteries, Gravel, Soil, etc.]

[B.30 (thru B.33) – Detailed Description of Tangible Personal Property (Solar)

- Building(s): Desks, Tables, Chairs, Filing Cabinets, Etc.
- Service Yard(s): Lumber, Flume Sheets, Hardware, Batteries, Gravel, Soil, etc.]

C Project Records

[C.1 (thru C.26) – Detailed Description of Project Records (Hydro)

- Flow and Generation Records, Equipment Descriptions/History, Equipment Testing Reports and Logbooks (e.g., relay test reports, startup and test data, battery test logbook, etc.), Maintenance Records (including SAP work history), Powerhouse Prints (equipment drawings/diagrams), Other Engineering/Design Drawings, Dam Safety Records (part 12 inspections, etc.), FERC License Compliance Records, Water Rights Records, Land Rights Documents, Conservation Easement and Related Documents, Environmental Plans and Permits, Historic Financial/Cost Records, O&M Books and Manuals (e.g., description of operation, manufacturer books, etc.).]

[C.27 (thru C.29) – Detailed Description of Tangible Personal Property (Fossil)

- Generation Records, Equipment Descriptions/History, Equipment Testing Reports and Logbooks (e.g., relay test reports, startup and test data, battery test logbook, etc.), Maintenance Records (including SAP work history), Powerhouse Prints (equipment drawings/diagrams), Other Engineering/Design Drawings, Facility Safety Records, Land Rights Documents, Environmental Plans and Permits, Historic Financial/Cost Records, O&M Books and Manuals (e.g., description of operation, manufacturer books, etc.).]

[C.30 (thru C.33) – Detailed Description of Tangible Personal Property (Solar)

- Generation Records, Equipment Descriptions/History, Equipment Testing Reports and Logbooks (e.g., relay test reports, startup and test data, battery test logbook, etc.), Maintenance Records (including SAP work history), Facility Prints (equipment drawings/diagrams), Other Engineering/Design Drawings, Facility Safety Records, Land

Rights Documents, Environmental Plans and Permits, Historic Financial/Cost Records, O&M Books and Manuals (e.g., description of operation, manufacturer books, etc.).]

EXHIBIT B

Assignment and Assumption of Assumed Contracts

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of _____, (the "Effective Date"), is made by and between Pacific Gas and Electric Company, a California corporation ("Assignor"), and Pacific Generation LLC, a Delaware limited liability company ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to that certain Separation Agreement, dated as of _____ (the "Separation Agreement"); and

WHEREAS, in accordance with the Separation Agreement, Assignor desires to assign and transfer to Assignee, and Assignee desires to assume and accept, all of Assignor's rights, title, and interest in and to, and all of its duties, liabilities, and obligations under and pursuant to, the "Assumed Contracts" (as such term is defined in the Separation Agreement) as further identified in Attachment 1 hereto ("Assumed Contracts").

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Assignment. Assignor hereby irrevocably assigns and transfers to Assignee all of its right, title, and interest in and to, and all of its duties, liabilities, and obligations under or pursuant to, the Assumed Contracts, if any, first arising and accruing on and after the Effective Date.

2. Assumption. Assignee hereby assumes and accepts all of Assignor's right, title, and interest in and to, and all of Assignor's duties, liabilities, and obligations under or pursuant to, the Assumed Contracts, if any, first arising and accruing on and after the Effective Date, and further agrees to perform under and be bound by the terms of the Assumed Contracts as of the Effective Date.

3. Disclaimer. The assignment and assumption hereunder is made without any covenant, warranty or representation by Assignor of any kind whatsoever, except as expressly set forth in the Separation Agreement, and is made subject to all other terms and conditions of the Separation Agreement.

4. Effectiveness. This Assignment shall become effective as of the Effective Date.

5. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Further Assurances. Assignor and Assignee each agrees to execute and deliver such additional instruments as may reasonably be requested by the other to give effect to, document or further assure the assignment and assumption of the Assumed Contracts as provided for herein.

7. Successors and Assigns. This Assignment is binding upon and inures to the benefit of the successors and assigns of the Assignor and Assignee, respectively.

8. General. In the event of any conflict or ambiguity between the terms of the Separation Agreement and the terms of this Assignment, the terms of the Separation Agreement shall govern. This Assignment may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same instrument. If any provision of this Assignment is held invalid or unenforceable, such provision shall be deemed to be severed from this Assignment, and the validity and enforceability of the remaining provisions contained herein shall not be affected or impaired in any way thereby.

9. Governing Law. The validity, interpretation and effect of this Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such State and without regard to conflicts of law doctrines, except to the extent that certain matters are preempted by federal law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the duly authorized representatives of the undersigned parties have executed and delivered this Assignment as of the Effective Date set forth above.

ASSIGNOR:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Print Name:
Its:

ASSIGNEE:

PACIFIC GENERATION LLC,
a Delaware limited liability company

By: _____
Print Name:
Its:

Attachment 1
Assumed Contracts

EXHIBIT C

Grant Deed and Reservation of Easements

GRANT DEED AND RESERVATION OF EASEMENTS

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“**Grantor**”), for good and valuable consideration, the receipt of which is hereby acknowledged, grants to [*Name of Grantee*] (“**Grantee**”), the real property, situated in the (City, if applicable), County of _____, State of California, described as follows (the “**Property**”):

(APN, if available, otherwise use SBE #)

(Insert description of real property)

Together with:

All of Grantor’s right, title and interest in and to the following water rights:

- (a) Legal description of pre-1914 and appropriative water rights.
- (b) All riparian water rights appurtenant to the above described Property.

[Note: The below reservation language is a pro-forma example, and is subject to change for each individual Grant Deed, based on site specific conditions, and the rights determined to be necessary for the on-going safe operations and maintenance of PG&E’s retained utility facilities. All retained rights on hydro properties will be subject to FERC license requirements governing third-party uses of hydro project lands.]

Reserving to Grantor an easement and the right, from time to time, to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use existing and additional facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities (hereinafter referred to collectively as “the Facilities”); together with a right of way, on, over and under the Property.

Further reserving to Grantor:

(a) the right of ingress to and egress from the Facilities over and across the Property by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantee;

(b) the right, from time to time, to trim or to cut down, without Grantor paying compensation, any and all trees and brush now or hereafter within the Property which now or hereafter in the opinion of Grantor may interfere with or be a hazard to the Facilities, or as Grantor deems necessary to comply with applicable state or federal regulations;

(c) to install, maintain and use gates in all fences which now cross or shall hereafter cross the Property; and

(d) to mark the location of the Facilities by suitable markers set in the ground; provided that said markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantee shall make of the Property.

(e) [Insert if third party facilities (e.g. cellular equipment) are installed on the Property] the right to assign, lease, permit, or license to any person or entity any or all of the rights reserved herein.

Notwithstanding the above reservations, nothing herein shall impair or otherwise impede Grantee’s right to use the Property in all ways and for all purposes necessary for Grantee to fulfill its obligations as licensee under FERC projects.

Grantor hereby covenants and agrees:

(a) the exercise of its reserved rights to operate and maintain the Facilities within the Property shall not interfere with Grantee’s use of the Property for hydroelectric power generation purposes.

(b) not to fence the Property;

(c) to promptly backfill any excavations made by it on the Property; and

(d) repair any damage it shall do to the Property by exercise of said right of ingress and egress.

Grantee hereby covenants and agrees:

(a) not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within the Property, or diminish or substantially add to the ground level within the Property, or construct any fences that will interfere with the maintenance and operation of the Facilities.

(b) [Insert if existing gas transmission on the property] not to commence, nor allow a third party to commence, any construction activity (surface or subsurface) within the Property without the written approval of Grantor, which approval shall not be unreasonably withheld. No construction activity shall commence until such time that Grantor approves the request. Grantee shall submit requests to the following address, or to such other address as Grantor may designate by written notice:

PACIFIC GAS AND ELECTRIC COMPANY
[300 Lakeside Drive
Oakland, CA 94612]

(c) [Insert if existing gas transmission on the property] not to plant any trees, brush, or vines within the Property. Grantee may plant and maintain ground covers, grasses, flowers, crops, and low-growing plants that grow unsupported to a maximum of four (4) feet in height at maturity within the Property.

Subject To:
(as necessary to identify site specific conditions)

The Property hereby conveyed is no longer necessary or useful to Grantor in the performance by it of its duties to the public.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the Property.

[signatures on the following page]

Dated _____, 20____.

GRANTOR:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Name:

Its:

GRANTEE:

PACIFIC GENERATION LLC,
a Delaware limited liability company

By: _____

Name:

Its:

EXHIBIT D

Assignment and Assumption of Leases and Occupancy Agreements

ASSIGNMENT AND ASSUMPTION OF LEASES AND OCCUPANCY AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF LEASES AND OCCUPANCY AGREEMENTS (“Assignment”), dated for reference purposes only as of _____, 20__, is made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“Assignor”), and PACIFIC GENERATION LLC, a Delaware limited liability company (“Assignee”).

RECITALS

A. This Assignment is delivered pursuant to that certain Separation Agreement (“Separation Agreement”) dated _____, by and between Assignor and Assignee, relating to the real property located in the County of [____], State of California, as more particularly described in Exhibit A attached hereto and made a part hereof (“Real Property”).

B. Unless otherwise specifically provided herein, all provisions of this Assignment shall be effective as of the date (“Effective Date”) that the grant deed conveying title to the Real Property to Assignee is recorded in the official records of [____] County.

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment.

Assignor hereby sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest, if any, first arising and accruing on and after the Effective Date, in and to the leases, licenses and other occupancy agreements, as amended, affecting the Real Property, and all guarantees thereof, set forth on Exhibit B attached hereto and made a part hereof (collectively, the “Leases”), to the extent the same are assignable by their respective terms and not revoked, terminated or subject to revocation or termination upon such assignment.

2. Acceptance and Assumption.

Assignee hereby accepts the foregoing transfer, assignment and conveyance and hereby agrees to assume and discharge, in accordance with the terms of the Leases, all of the burdens and obligations of Assignor relating to the Leases first arising and accruing on and after the Effective Date.

3. No Representation or Warranty.

The foregoing assignment is made without any covenant, representation or warranty by, or recourse against, Assignor or Assignor's Affiliates (as defined below) of any kind whatsoever.

4. Waiver and Release.

Assignee hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Assignor or Assignor's present or future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns (collectively, “Assignor's Affiliates”), and hereby unconditionally and irrevocably fully releases and discharges Assignor and Assignor's Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of

Assignee against Assignor or Assignor's Affiliates, in connection with or arising out of the Leases. With respect to the foregoing release, Assignee hereby acknowledges that such release is made with the advice of counsel and with full knowledge and understanding of the consequences and effects of such release. Further, as to unknown and unsuspected claims as of the Effective Date, Assignee hereby acknowledges that such release is made with the full knowledge, understanding and agreement that California Civil Code Section 1542 provides as follows, and Assignee hereby agrees that the protection afforded by said Code Section and any similar law of any other state, territory or jurisdiction is specifically waived:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

ASSIGNEE: Pacific Generation LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

5. Counterparts.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Further Assurances.

Assignor and Assignee each agree to execute and deliver such additional instruments as may reasonably be requested by the other to give effect to, document or further assure the transfer, acceptance and assumption as provided for herein.

7. Successors and Assigns.

This Assignment is binding upon and inures to the benefit of the successors and assigns of the Assignor and Assignee, respectively.

8. Governing Law.

The validity, interpretation and effect of this Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such state and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by federal law.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment.

ASSIGNOR:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Dated: _____, ____

By: _____
Name:
Its:

ASSIGNEE:

PACIFIC GENERATION LLC,
a Delaware limited liability company

Dated: _____, ____

By: _____
Name:
Its:

Exhibit A

Legal Description of Properties

Exhibit B

Leases

EXHIBIT E

Quitclaim of Prescriptive Rights

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
*[300 Lakeside Drive
Oakland, CA 94612]*

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

Computed on Full Value of Property Conveyed, or

Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

PG&E Doc #

(SPACE ABOVE FOR RECORDER'S USE ONLY)

QUITCLAIM DEED

QUITCLAIM OF PRESCRIPTIVE RIGHTS

PACIFIC GAS AND ELECTRIC COMPANY, a California Corporation, hereinafter called PG&E, hereby quitclaims, transfers and conveys, to PACIFIC GENERATION LLC, a Delaware limited liability company, hereinafter called Grantee, all of PG&E's unwritten real property rights, title and interest associated with the construction, reconstruction, repair, replacement, access, patrol, operation and maintenance of the [] Project, and appurtenances thereto, including but not limited to, the existing canals, flumes, spillways, spurs, gates, valves, walkways, bridges, trash racks, tunnels, fencing, gaging stations, access roads, laydown areas, penstocks and telecommunications facilities related to the operation of the [] Project, insofar as said rights affect the portion of the [] Project, and appurtenances thereto, being described in Exhibit "A" and approximately shown on Exhibit "B". Both Exhibit "A" and Exhibit "B" are attached hereto and made a part hereof.

The interests in real property hereby quitclaimed are no longer necessary or useful to PG&E in the performance by it of its duties to the public.

Dated _____, 20____.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Name:

Its:

Exhibit "A"

Facility	Exhibit B Reference #	Approximate Location

Exhibit “B”

[see attached]

EXHIBIT F

Assignment of Easements and Rights

ASSIGNMENT OF EASEMENTS AND RIGHTS

PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“PG&E”), hereby assigns to PACIFIC GENERATION LLC, a Delaware limited liability company (“Grantee”), all of PG&E’s right, title and interest in and under those certain rights of way and easements for hydroelectric power generation and water conveyance facilities granted by and described in the deeds set forth in Exhibit “A” attached hereto and made a part hereof.

PG&E also apportions to Grantee the rights of way and easements for hydroelectric power generation facilities and water conveyance facilities granted by and described in the deeds set forth in Exhibit “B” attached hereto and made a part hereof.

Of the apportioned rights, PG&E shall retain unto itself, its successors and assigns all pole line and roadway rights for the purposes necessary and useful to PG&E in the performance by it of its duties to the public.

PG&E also assigns to Grantee the easements and rights, if any, under the Act of July 26, 1866 (30 USC 51 RS 2339), or successor laws enacted by the United States Government which granted or conveyed interests in federal lands necessary or useful to the operation or maintenance of the [project description].

A summary of the rights being assigned hereunder is set forth in Exhibit “C” attached hereto and made a part hereof.

[signatures on the following page]

The California Public Utilities Commission, in Decision No. _____, has approved the assignments hereunder under Public Utilities Code Section 851.

Dated _____, 20__.

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____
Name:
Its:

Exhibit "A"

PG&E L.D.	Grantor	Type	Date	Recording Information (Official Records)		
				County	Book or Year	Page or Document ID#

EXHIBIT G

Assignment and Assumption of Third Party Use Agreements

ASSIGNMENT AND ASSUMPTION OF THIRD PARTY USE AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF THIRD PARTY USE AGREEMENTS (“Assignment”), dated for reference purposes only as of _____, 20_, is made by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (“Assignor”), and PACIFIC GENERATION LLC, a Delaware limited liability company (“Assignee”).

RECITALS

A. This Assignment is delivered pursuant to that certain Separation Agreement (“Separation Agreement”) dated _____, by and between Assignor and Assignee, relating to the real property located in the County of [____], State of California, as more particularly described in Exhibit A attached hereto and made a part hereof (“Real Property”).

B. Unless otherwise specifically provided herein, all provisions of this Assignment shall be effective as of the date (“Effective Date”) that that the Grant Deed and Reservation of Easements in which Assignor conveys title to the Real Property to Assignee Real Property to Assignee is recorded in the official records of [____] County.

FOR VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Assignment.**

Assignor hereby sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest, as landlord, lessor licensor or equivalent, as applicable, first arising or accruing from or after the Effective Date, in and to the leases, licenses and other occupancy agreements, as amended, affecting the Real Property, and all guarantees thereof, set forth on Exhibit B attached hereto and made a part hereof (collectively, the “Leases”), to the extent the same are assignable by their respective terms and not revoked, terminated or subject to revocation or termination upon such assignment.

2. **Acceptance and Assumption.**

Assignee hereby accepts the foregoing transfer, assignment and conveyance and hereby agrees to assume and discharge, in accordance with the terms of the Leases, all of the burdens and obligations of Assignor relating to the Leases first arising and accruing on and after the Effective Date.

3. **No Representation or Warranty.**

The foregoing assignment is made without any covenant, representation or warranty by, or recourse against, Assignor or Assignor's Affiliates (as defined below) of any kind whatsoever.

4. **Waiver and Release.**

Assignee hereby unconditionally and irrevocably waives any and all claims and causes of action of any nature whatsoever it may now or hereafter have against Assignor or Assignor's present or future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors and assigns (collectively, “Assignor's Affiliates”), and hereby unconditionally and irrevocably fully releases and discharges Assignor and

Assignor's Affiliates from any and all liability whatsoever which may now or hereafter accrue in favor of Assignee against Assignor or Assignor's Affiliates, in connection with or arising out of the Leases. With respect to the foregoing release, Assignee hereby acknowledges that such release is made with the advice of counsel and with full knowledge and understanding of the consequences and effects of such release. Further, as to unknown and unsuspected claims as of the Effective Date, Assignee hereby acknowledges that such release is made with the full knowledge, understanding and agreement that California Civil Code Section 1542 provides as follows, and Assignee hereby agrees that the protection afforded by said Code Section and any similar law of any other state, territory or jurisdiction is specifically waived:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

ASSIGNEE: Pacific Generation LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

5. Counterparts.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. Further Assurances.

Assignor and Assignee each agree to execute and deliver such additional instruments as may reasonably be requested by the other to give effect to, document or further assure the transfer, acceptance and assumption as provided for herein.

7. Successors and Assigns.

This Assignment is binding upon and inures to the benefit of the successors and assigns of the Assignor and Assignee, respectively.

8. Governing Law.

The validity, interpretation and effect of this Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in such state and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by federal law.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment.

ASSIGNOR: PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

Dated: _____, ____

By: _____

Name:

Its:

ASSIGNEE: PACIFIC GENERATION LLC,
a Delaware limited liability company

Dated: _____, ____

By: _____

Name: _____

Its: _____

Exhibit A

Legal Description of Properties

Exhibit B

Leases

EXHIBIT K

Conservation Easement Assignment and Assumption Agreement

RECORDING REQUESTED BY

PACIFIC GAS AND ELECTRIC
COMPANY
Land Department
Attention: [_____]
[1850 Gateway Blvd, Room 7043C
Concord, CA 94520]

WHEN RECORDED MAIL TO

PACIFIC GAS AND ELECTRIC
COMPANY
[300 Lakeside Drive
Oakland, CA 94612]

The undersigned Grantor declares that the
documentary transfer tax is \$-0- (R&T Code
11911 not applicable—No realty sold/no
consideration)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.s: [_____]

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Encumbered Property)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Assumption Agreement”),
made as of _____, 20__ (the “Effective Date”), by and between PACIFIC GAS AND
ELECTRIC COMPANY, a California corporation (“PG&E”), PACIFIC GENERATION LLC, a
Delaware limited liability company (“Assignee”), and [-], a [-] (“Easement Holder”). PG&E,
Assignee, and Easement Holder are sometimes referred to herein individually as a “Party” and
collectively as the “Parties.”

RECITALS:

A. Assignee and PG&E have entered into that certain Separation Agreement, dated
_____, _____ (the “Separation Agreement”), pursuant to which PG&E has agreed to
contribute to Assignee and Assignee has agreed to buy and accept that certain real property located
in the County of [_____] and State of California, further described in Exhibit A attached hereto
and incorporated herein (the “Property”).

B. The Property is encumbered by a Deed of Conservation Easement and Agreement
dated [_____] (the “Conservation Easement”) between PG&E and Easement Holder and
recorded in the Official Records of [_____] County, California on [Date] as Document No.
[_____].

C. The Parties desire to hereby provide for PG&E's assignment to Assignee of its rights and interest in and to the Conservation Easement, Assignee's assumption of all obligations of PG&E under the Conservation Easement, and as otherwise provided herein.

NOW THEREFORE, for valuable consideration, receipt of which is acknowledged, PG&E, Assignee, and Easement Holder agree as follows:

1. Definitions. Capitalized terms used herein without other definition have the meanings given to them in the Conservation Easement.

2. Assignment. PG&E hereby assigns and transfers to Assignee all rights, duties and obligations of the "Grantor" under the Conservation Easement.

3. Assumption. Assignee hereby accepts the foregoing assignment and transfer. Assignee also acknowledges its designation as "Grantor" under the Conservation Easement, and does hereby assume the performance of all duties of Grantor under all the terms, covenants and conditions of the Conservation Easement; except, however, PG&E acknowledges that it shall be responsible for costs incurred by Easement Holder related to PG&E's sale and transfer of the Property to Assignee as said costs are contemplated in Section [-] and Section [-] of the Conservation Easement, pursuant to which Easement Holder is entitled to receive from PG&E a one-time payment of a sum, if any, representing the increased cost of stewardship and amendment of the Conservation Easement.

4. Reservations and Continued Use.

4.1. The Parties acknowledge that the transfer of fee title to the Property is being made in accordance with that certain Grant Deed and Reservation of Easements, recorded in the Official Records of the County of [_____] prior to the recordation of this Assumption Agreement (the "Grant Deed"), subject to PG&E's reservation of certain rights in and to the Property, as set forth in the Grant Deed ("PG&E Reserved Rights"). The Parties hereby acknowledge that the PG&E Reserved Rights are an express third party use and that all rights and obligations of Assignee and Easement Holder under the Conservation Easement shall be subject to the PG&E Reserved Rights. In the event PG&E notifies Assignee, in writing, of its intention to exercise any of the PG&E Reserved Rights, Assignee shall notify Easement Holder, in writing, of said intention within thirty (30) days after receipt of PG&E's written notice.

4.2. The Parties acknowledge and agree that none of the releases of rights pursuant to Section [-] of the Conservation Easement are applicable, because the conditions precedent thereto in Section [-] (a) through (c) were not satisfied.

5. No Representations or Warranties. This Assumption Agreement is made without warranty or representation by PG&E of any kind whatsoever, except as expressly set forth in the Separation Agreement, and is made subject to all other terms and conditions of the Separation Agreement.

6. Indemnification. Assignee shall protect, indemnify, and defend PG&E against and hold PG&E harmless from all claims, demands, liabilities, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that are caused by any

failure by Assignee to perform the “Grantor” obligations arising or accruing under the Conservation Easement on and after the Effective Date. PG&E shall protect, indemnify, and defend Assignee against and hold Assignee harmless from all claims, demands, liabilities, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys’ fees and disbursements, that are caused by any failure by PG&E to perform its obligations arising or accruing under the Conservation Easement prior to the Effective Date.

7. Further Assurances. The Parties agree to take such reasonable actions, including acknowledging, delivering, or executing instruments and documents, as may be required to effectuate the purposes of this Assumption Agreement.

8. Governing Law. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict of laws or choice of law rules.

9. Successors and Assigns. This Assumption Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

10. Severability. If one or more provisions of this Assumption Agreement are held by a proper court to be unenforceable under applicable law, portions of such provisions, or such provisions in their entirety, to the extent necessary and permitted by law, shall be severed herefrom, and the balance of this Assumption Agreement shall be enforceable in accordance with its terms.

11. Entire Agreement; Amendment. This Assumption Agreement contains the entire understanding of the Parties relating to the subject matter hereof and shall supersede any prior written or oral agreements or communications among some or all of the Parties pertaining to such subject matter. The obligations of the Parties under this Assumption Agreement may not be altered or amended in any respect except by a writing executed by Easement Holder, Assignee, and PG&E.

12. Counterparts. This Assumption Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all Parties to this Assumption Agreement, notwithstanding that all of such Parties may not have executed the same counterpart.

13. Limitation on Liability. Each of the Parties expressly agrees that the obligations and liabilities of each Party under this Assumption Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives of such Party. The limitations of liability contained in this Section shall apply equally and inure to the benefit of each Party’s present and future officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals and representatives, and their respective heirs, successors, and assigns.

14. Effectiveness. This Assumption Agreement shall be effective as of the closing date under the Separation Agreement.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the Parties have executed this Assumption Agreement as of the Effective Date.

ASSIGNEE:

PACIFIC GENERATION LLC,
a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

[Signatures continued on following page.]

[Signatures continued from previous page.]

PG&E:

PACIFIC GAS AND ELECTRIC COMPANY,
a California corporation

By: _____

Print Name: _____

Title: _____

[Signatures continued on following page.]

[Signatures continued from previous page.]

EASEMENT HOLDER:

[_____] ,
a [_____]

By: _____
Print Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

Exhibit A

Legal Description of Property

[Follows this page]