

**PG&E Escrow Agreement**

*Transmission Tariff*

THIS ESCROW AGREEMENT (as the same may be amended or modified from time to time pursuant hereto, this “Agreement”) is made and entered into as of , between

 , ("Party A"), a

**Select one** and **Pacific Gas and Electric Company**, a California corporation

(“Party B”), together sometimes referred to as “Parties” and individually as “Party,” and Computershare Trust Company, N.A. (the “Escrow Agent”).

**WHEREAS**, Party A, Party B and the California ISO have entered into either a Small Generation Interconnection (“SGIA”) or Large Generator Interconnection Agreement (“LGIA”), which agreement provides for the posting of funds by Party A in connection with any interconnection, distribution and network upgrade costs under the SGIA/LGIA for the project identified as

#### <Enter the project name and PG&E assigned Queue #>

**WHEREAS**, Party A has agreed to deposit in escrow certain funds, and the Parties wish such deposit to be subject to the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the Parties hereto and the Escrow Agent agree as follows:

1. **Appointment.** The Parties hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment under the terms and conditions set forth herein.
2. **Fund.** Party A agrees to deposit with the Escrow Agent the sum of

("the Escrow Deposit") representing for interconnection

facilities/distribution upgrades and for network upgrades. From

time to time, Escrow Agent may receive additional deposits from Party A (the “Additional Deposit(s)”) in connection with the required balances needed pursuant to the SGIA/LGIA or applicable PG&E or California Independent System Operator Corporation (“CAISO”) tariff. The Additional Deposit(s) shall be included as part of the Fund (as defined below). Party A shall provide advance written notice of the Additional Deposit(s), in the form of Schedule 4 to Escrow Agent and Party B. The Escrow Agent shall hold the Escrow Deposit and pay interest thereon, subject to the terms and conditions hereof, and shall invest and reinvest the Escrow Deposit and

the proceeds thereof (the “Fund”) as directed in Section 3. Party A is required to maintain the balance of the Fund at the amount of the Escrow Deposit; if there is an investment loss or other decrease in the Fund below the amount of the Escrow Deposit, Party A must, within two business days of receiving notice from Party B or the Escrow Agent, replenish the Fund in an amount required to return the Fund to the amount of the Escrow Deposit. The Escrow Agent shall inform Party A and Party B as soon as the balance of the Fund is below the amount of the Escrow Deposit.

1. **Investment of Fund.** During the term of this Agreement, the Fund shall be invested in according to Schedule 3 and held in an escrow account maintained at the Escrow Agent bank. Interest on the Fund shall become part of the Escrow Deposit and shall be disbursed in accordance with Section 4 below.
2. **Disposition of the Fund.** The Fund amount shall be distributed as follows:
	1. If the Escrow Agent receives a notice, with a copy to Party A signed by an Authorized Signer of Party B (a list of Authorized Signers is provided in Schedule 1 to this Agreement, which list may be updated from time to time in accordance with Section 11(a)) that Party B is entitled to Interconnection Financial Security pursuant to the SGIA/LGIA or applicable PG&E or CAISO tariff, the Escrow Deposit, or that portion of the Escrow Deposit necessary to meet Party B's demand, shall be paid to Party B by the Escrow Agent.
	2. If the Escrow Agent receives a notice, with a copy to Party A , signed by an Authorized Signer of Party B that a termination has occurred under SGIA/LGIA between Party A, Party B and the CAISO that Party A has failed to make payments required under the SGIA/LGIA, and the unpaid amount is past due and owing to Party B in accordance with the terms of the SGIA/ LGIA, the Escrow Deposit, or that portion of the Escrow Deposit necessary to meet Party B's demand, shall be paid to Party B and the remainder, if any, shall be paid to Party A by the Escrow Agent.
	3. If the Escrow Agent receives a notice, with a copy to Party A , signed by an Authorized Signer of Party B that Party B's receipt of payment from Party A under the SGIA/LGIA constitutes income that is taxable, and Party A has not exercised contest rights, the contest has ended, or the taxes must be paid to pursue the contest in federal district court or the claims court pursuant to the SGIA/LGIA, the Escrow Deposit, or that portion of the Escrow Deposit necessary to pay such taxes, shall be paid to Party B by the Escrow Agent.
	4. If the Escrow Agent receives a notice, with a copy to Party A, signed by an Authorized Signer of Party B, that Party A has (1) failed to renew/maintain this Agreement and (2) not provided to Party B alternate security (as allowed under the SGIA/LGIA or applicable PG&E or CAISO tariff) acceptable to Party B and (3) not otherwise fulfilled its obligations relating to the Escrow Deposit under the SGIA/LGIA, the full Escrow Deposit shall be paid to Party B by the Escrow Agent.
	5. If the Escrow Agent receives notice, with a copy to Party A, signed by an Authorized Signer of Party B, that Party A has failed to replenish the Fund as required by Section 2 of this Agreement, the full Escrow Deposit shall be paid to Party B by the Escrow Agent.
	6. If the Escrow Agent receives notice, with a copy to Party A, signed by an Authorized Signer of Party B, that Party A has failed to pay any amount when due under the SGIA/LGIA or the applicable PG&E or CAISO tariffs, the Escrow Agent shall pay such amount to Party B.
	7. If the Escrow Agent receives notice, signed by authorized signers from both Party A and Party B, that Party A is entitled to the release of the Escrow Deposit or a portion of the Escrow Deposit, such amount shall be paid to Party A by the Escrow Agent.
	8. Upon delivery of the entire Fund by the Escrow Agent, this Agreement shall terminate, subject to the provisions of Section 8(b). If the Escrow Agent receives one of the notices set forth in parts (a) through (h), above, disbursement shall be paid to Party B or Party A, as applicable, within three (3) business days.

#### Escrow Agent.

* 1. The Escrow Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties shall be implied. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between the Parties, in connection herewith, if any, including without limitation the Generator Interconnection Study Process Agreement/Pro Forma Generator Interconnection Study Process Agreement (GISPA)/Pro Forma Large Generator Interconnection Study Process Agreement (LGISPA)/System Impact Study Agreement/Facilities Study Agreement/the Small Generator Interconnection Procedures (SGIP)/Large Generator Interconnection Procedures (LGIP)/Generator Interconnection Procedures (GIP)/Generator Interconnection and Deliverability Allocation Procedures (GIDAP) for Interconnection Requests, or any Generator Interconnection Agreement (GIA) (the “Underlying Agreement”), nor shall the Escrow Agent be required to determine if any person or entity has complied with any such agreements, nor shall any additional obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. In

the event of any conflict between the terms and provisions of this Agreement, those of the Underlying Agreement, any schedule or exhibit attached to the Agreement, or any other agreement between the Parties, the terms and conditions of this Agreement shall control. The Escrow Agent may rely upon and shall not be liable for acting upon any written notice, document, instruction or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper Party or Parties, and Escrow Agent shall have no duty of inquiry and no obligation to require substantiating evidence of any kind. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Fund, including, without limitation, the Escrow Deposit, nor shall the Escrow Agent have any duty or obligation to confirm or verify the accuracy or correctness of any amounts deposited with it hereunder. No provision of this Escrow Agreement shall require the Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement.

* 1. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's negligence or willful misconduct was the primary cause of any loss to either Party. The Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents. The Escrow Agent may consult with counsel, accountants and other skilled persons to be selected and retained by it. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it in accordance with, or in reliance upon, the advice or opinion of any such counsel, accountants or other skilled persons. In the event that the Escrow Agent shall be uncertain or believe there is some ambiguity as to its duties or rights hereunder or shall receive instructions, claims or demands from any Party hereto which, in its opinion, conflict with any of the provisions of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be given a direction in writing by the Parties which eliminates such ambiguity or uncertainty to the satisfaction of Escrow Agent or by a final and non-appealable order or judgment of a court of competent jurisdiction. The Parties agree to pursue any redress or recourse in connection with any dispute between them without making the Escrow Agent a party to the same. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

#### Succession.

* 1. The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving thirty (30) days advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect. If the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto. Escrow Agent's sole responsibility after such thirty (30) day notice period expires shall be to hold the Fund (without any obligation to reinvest the same) and to deliver the same to a designated substitute escrow agent, if any, or in accordance with the directions of a final order or judgment of a court of competent jurisdiction, at which time of delivery Escrow Agent's obligations hereunder shall cease and terminate, subject to the provisions of Section 8(b). In accordance with Section 8(b), the Escrow Agent shall have the right to withhold an amount equal to any amount due and owing to the Escrow Agent, plus any costs and expenses incurred by the Escrow Agent shall in connection with the termination of the Agreement.
	2. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Agreement without further act.
1. **Compensation and Reimbursement.** Since this is Party A's account including the entitlement to all interest earned, Party A shall (a) pay the Escrow Agent upon execution of this Agreement and from time to time thereafter reasonable compensation for the services to be rendered hereunder, which unless otherwise agreed in writing shall be as described in Schedule 2 attached hereto, and
2. pay or reimburse the Escrow Agent upon request for all expenses, disbursements and advances, including, without limitation reasonable attorney's fees and expenses, incurred or made by it in connection with the performance, modification and termination of this Agreement. The obligations contained in this Section 7 shall survive the termination of this Agreement and the resignation, replacement or removal of the Escrow Agent.

#### Indemnity.

* 1. Party A shall indemnify, defend, and hold harmless the Escrow Agent and Party B, their affiliates and their respective successors, assigns, directors, agents and employees (the “Indemnitees”) from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the fees and expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment)(collectively “Losses”) arising out of or in connection with (i) the Escrow Agent's execution and performance of this Agreement or Party A's failure to comply with this Agreement, tax reporting or withholding, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of the Indemnitee, except in the case of any Indemnitee to the extent that such Losses are finally adjudicated by a court of competent jurisdiction to

have been primarily caused by the gross negligence or willful misconduct of such Indemnitee, or (ii) the Escrow Agent's following any instructions or directions, whether joint or singular, from the Parties, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The indemnity obligations set forth in this Section 8(a) shall survive the resignation, replacement or removal of the Escrow Agent or the termination of this Agreement.

* 1. The Parties hereby grant the Escrow Agent a lien on, right of set-off against, and security interest in, the Fund for the payment of any claim for indemnification, fees, expenses and amounts due hereunder. In furtherance of the foregoing, the Escrow Agent is expressly authorized and directed, but shall not be obligated, to charge against and withdraw from the Fund for its own account or for the account of an Indemnitee any amounts due to the Escrow Agent or to an Indemnitee under either Sections 6(a), 7, or 8(a) of this Agreement.

#### Patriot Act Disclosure/Taxpayer Identification Numbers/Tax Reporting.

* 1. **Patriot Act Disclosure.** Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“USA PATRIOT Act”) requires the Escrow Agent to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, the Parties acknowledge that Section 326 of the USA PATRIOT Act and the Escrow Agent's identity verification procedures require the Escrow Agent to obtain information which may be used to confirm the Parties identity including without limitation name, address and organizational documents (“identifying information”). The Parties agree to provide the Escrow Agent with and consent to the Escrow Agent obtaining from third parties any such identifying information required as a condition of opening an account with or using any service provided by the Escrow Agent.
	2. **Certification and Tax Reporting.** The Parties have provided the Escrow Agent with their respective fully executed Internal Revenue Service (“IRS”) Form W-8, or W-9 and/or other required documentation. All interest or other income earned under this Agreement shall be allocated to Party A and reported, as and to the extent required by law, by the Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Escrow Deposit by Party A whether or not said income has been distributed during such year. Escrow Agent shall withhold any taxes it deems appropriate in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities. The Parties hereby represent to the Escrow Agent that (i) there is no sale or transfer of an United States Real Property Interest as defined under IRC Section 897(c) in the underlying transaction giving rise to this Agreement; and (ii) such underlying transaction does not constitute an installment sale requiring tax reporting or withholding of imputed interest or original issue discount to the IRS or other taxing authority.
1. **Notices.** All communications hereunder shall be in writing and shall be deemed to be duly given and received: (a) upon delivery, if delivered personally, or upon confirmed transmittal, if by facsimile; (b) on the next Business Day (as hereinafter defined) if sent by overnight courier; or
2. four (4) Business Days after mailing if mailed by prepaid registered mail, return receipt requested, to the appropriate notice address set forth below or at such other address as any party hereto may have furnished to the other parties in writing by registered mail, return receipt requested.

### If to Party A

|  |
| --- |
| Company Name |
| Address |
| City | State | ZIP Code |
| Contact Name | Contact's Phone Number |
| Contact Email Address |

If to Party B

#### Pacific Gas and Electric Company Mail Code N7L

**P.O. Box 770000**

**San Francisco, CA 94177**

**Attn: Electric Grid Interconnection N7L**

If to the Escrow Agent

**Computershare Trust Company, N.A. CTSO Mail Operations**

**Attn: [Account Manager], Corporate Trust**

**MAC: N9300-070**

**600 South 4th Street 7th Floor**

**Minneapolis, MN 55415**

**Phone: (\_\_\_) \_\_\_-\_\_\_\_\_**

**Email:** **\_\_\_\_\_\_\_\_\_\_\_\_\_@computershare.com**

Notwithstanding the above, in the case of communications delivered to the Escrow Agent pursuant to (a), (b) and (c) of this Section 10, such communications shall be deemed to have been given on the date received by an officer of the Escrow Agent or any employee of the Escrow Agent who reports directly to any such officer at the above-referenced office. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate. “Business Day” shall mean any day other than a Saturday, Sunday or any other day on which the Escrow Agent located at the notice address set forth above is authorized or required by law or executive order to remain closed.

#### Security Procedures.

* 1. In the event funds transfer instructions are given whether in writing or by facsimile (other than as set forth in Section 11(b) below for the Parties, the Escrow Agent is authorized to seek confirmation of such instructions by telephone call-back to the person or persons designated on Schedule 1 hereto, and the Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in a writing actually received and acknowledged by the Escrow Agent. If the Escrow Agent is unable to contact any of the authorized representatives identified in Schedule 1, the Escrow Agent is hereby authorized both to receive written instructions from and seek confirmation of such instructions by telephone

call-back to any one or more of Party A's executive officers, (“Executive Officers”), as the case may be, which shall include the titles of Manager, Director, or Assistant Treasurer, as the Escrow Agent may select. Such “Executive Officer” shall deliver to the Escrow Agent a fully executed incumbency certificate, and the Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Party A or Party B to identify (i) the beneficiary, (ii) the beneficiary's bank, or

(iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The Parties acknowledge that these security procedures are commercially reasonable. The Parties represent and warrant that each person signing this Escrow Agreement is duly authorized and has legal capacity to execute and deliver the Escrow Agreement, along with each exhibit, agreement, document, and instrument to be executed and delivered by the Parties to the Escrow Agreement.

* 1. Party A acknowledges that the Escrow Agent is authorized to use the following funds transfer instructions to disburse any funds due to Party A under this Agreement:

### Party A 's Bank Account Information

|  |
| --- |
| Bank Name |
| Address |
| City | State | ZIP Code |
| Account Name |
| ABA Number | Account Number |
| Attention |

Party B acknowledges that the Escrow Agent is authorized to use the following funds transfer instructions to disburse any funds due to Party B under this Agreement:

### Party B 's Bank Account Information

|  |  |
| --- | --- |
| Bank Name**CitiBank** | Branch**New Castle, DE** |
| ABA Number**021-000-089** | Account Number**30871958** |
| Payee**Pacific Gas and Electric Company** |
| Attention**Electric Grid Interconnection N7L** |

1. **Compliance with Court Orders.** In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the parties hereto or to any other person, entity, firm or corporation, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.
2. **Miscellaneous.** Except for changes to funds transfer instructions as provided in Section 11, the provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by the Escrow Agent and the Parties. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by the Escrow Agent or any Party, except as provided in Section 6, without the prior consent of the Escrow Agent and the other Parties. This Agreement shall be governed by and construed under the laws of the State of California. Each Party and the Escrow Agent irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State of California. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution attachment (before or after judgment), or other legal process, such Party shall not claim, and it hereby irrevocably waives, such immunity. The Escrow Agent and the Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. No party to this Agreement is liable to any other party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of, acts of God, fire, war, terrorism, floods, strikes, electrical outages, equipment or transmission failure, or other causes reasonably beyond its control. This Escrow Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code/UCC (collectively, “Signature Law”), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement. The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the parties hereto to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written. Except as expressly provided in Section 8 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than the Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or any funds escrowed hereunder. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrow Deposit escheat by operation of law.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date set forth above.

### Party A

|  |
| --- |
| By***X*** |
| Name |
| Title |

Party B

|  |
| --- |
| By***X*** |
| Name |
| Title |

Escrow Agent

|  |
| --- |
| By***X*** |
| Name |
| Title |

**If from Party A:**

**Schedule 1**

**Person(s) Designated to Give Funds Transfer Instructions Phone Number(s) and Authorized Signature(s)**

**X**

|  |  |  |
| --- | --- | --- |
| Name | Phone Number | Signature |
| **1.** |  | ***X*** |

**R e s e t**

**A d d R o w**

## If from Party B:

Please refer to the Master Security Agreement on file dated:

## Person(s) Designated to Confirm Funds Transfer Instructions and Phone Number(s) for Call-back(s)

**If from Party A:**

|  |  |
| --- | --- |
| Name | Phone Number |
| **1.** |  |

**X**

**R e s e t**

**A d d R o w**

## If from Party B:

Please refer to the Master Security Agreement on file dated:

**Schedule 2**

**Schedule of Fees to Provide Escrow Agent Services**

# Schedule 3

**Deposit Option Investment Direction Form**

Direction to use the following Computershare Trust Company, N.A. (Computershare) Deposit Option for cash balances for the following account(s):

|  |  |
| --- | --- |
| Account name: |  |
| Account number(s): |       |

You are hereby directed to deposit, as indicated below, or as I shall direct further in writing from time to time, all cash in the account(s) in the following Computershare Deposit Option:

|  |  |
| --- | --- |
| **[x]**  | **Computershare Domestic Deposit Option (DDOM)****(SEI CUSIP = VP7000301)** |

I acknowledge that I have full power and authority to direct investments of the account(s) and have determined that the deposit option is an appropriate investment for the account(s).

I understand that Computershare shall have no responsibility or liability for any diminution of the funds that may result from any deposit or investment made by Computershare in accordance with this direction, including any losses resulting from a default by any bank, financial institution or other third party.

I understand that deposits held in the above mentioned Deposit Option will be held with financial institutions as described in the Fact Sheet that was provided to me.

I understand that amounts on deposit in the DDOM are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of $250,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of $250,000.

I understand that Computershare may from time to time receive compensation in connection with such deposits or investments.

I understand that I may change this direction at any time and that it shall continue in effect until revoked or modified by me by written notice to you.

# Schedule 4

## Joint Instructions to Amend No. To Escrow Agreement

### [Date]

#### Computershare Trust Company, N.A. Corporate Trust

**<Street Address>**

**<City, State ZIP Code>**

**<Attn: RM>**

RE: PG&E – Escrow Account for (the “Project”)

**<Enter the name of the project including the PG&E assigned project no.>**

Reference is made to the Escrow Agreement entered into as of (the “Agreement”), by and among ,

(“Party A”), **Pacific Gas and Electric Company**, (“Party B”), and *together* with Party A, sometimes referred to individually as “Party” or collectively as the “Parties”, and Computershare Trust Company, N.A. (the “Escrow Agent”). Capitalized terms used, but not otherwise defined in this Schedule, shall have the meaning assigned to them in the Agreement.

You are hereby notified that Party A and Party B are amending Section 2 of the Agreement to reflect the new required balances of for interconnection facilities/distribution upgrades and

for network upgrades needed pursuant to the SGIA/LGIA or applicable PG&E or CAISO tariff for this Project as of . You are directed to do the following:

Check to add Special Directions

Wire Total to be Remitted ($)

To be allocated as follows:

Wire Delivery Date

|  |  |
| --- | --- |
| Amount for Interconnection Facilities/ Distribution Upgrade ($) | Amount for Network Upgrades ($) |
| Bank Name**Wells Fargo Bank, N.A.** |
| Address**420 Montgomery Street** | City**San Francisco** | State**CA** | ZIP Code**94163** |
| ABA Number | Account Number |
| Credit**Corp Trust Clearing** |
| FFC**<PG&E/ Proj. Name Escrow Acct>** |

Please acknowledge the new Escrow Deposit balance in the account upon completion of the above instruction to Party A and Party B.

## Party A Party B

|  |
| --- |
|  |
| By***X*** |
| Name |
| Title |

|  |
| --- |
| **PACIFIC GAS AND ELECTRIC COMPANY** |
| By***X*** |
| Name |
| Title |

**Acknowledged By**

#### Computershare Trust Company, N.A. as Escrow Agent

|  |
| --- |
| Total Escrow Deposit Balance as of Date |
| Interconnection Facilities/Distribution Balance ($) (does not include investment earnings) |
| Network Upgrade Balance ($)(does not include investment earnings) |

|  |
| --- |
| By***X*** |
| Name |
| Title |

**Send Copy To:**

Pacific Gas and Electric Company Mail Code: N7L

P.O. Box 770000

San Francisco, CA 94177 Attention: Brandon Tran