

Investigation: 19-09-016  
(U 39 M)  
Date: January 31, 2020  
Witness(es): Various

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**PACIFIC GAS AND ELECTRIC COMPANY**  
**PLAN OF REORGANIZATION OII 2019**  
**PREPARED TESTIMONY**  
**VOLUME 2**

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PACIFIC GAS AND ELECTRIC COMPANY  
PLAN OF REORGANIZATION OII 2019  
PREPARED TESTIMONY

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# EXHIBIT 2.1

## FINANCIAL STATEMENT

FINANCIAL STATEMENT IN FORM AS DEFINED IN RULE 2.3 OF ARTICLE 2 OF THE RULES  
OF PRACTICE AND PROCEDURE OF THE CALIFORNIA PUBLIC UTILITIES COMMISSION  
EFFECTIVE SEPTEMBER 2006  
PACIFIC GAS AND ELECTRIC COMPANY  
September 30, 2019

(a) Stock authorized by articles of incorporation and amount outstanding:

i) Stock authorized:

\$100 First Preferred Stock	10,000,000	Shares
First Preferred Stock (\$25 Par Value)	75,000,000	Shares
Common Stock (\$5 Par Value)	800,000,000	Shares

ii) Stock Outstanding:

6% Non-redeemable First Preferred Stock	4,211,662	Shares
5.5% Non-redeemable First Preferred Stock	1,173,163	Shares
5% Non-redeemable First Preferred Stock	400,000	Shares
5% Redeemable First Preferred Stock	1,778,172	Shares
5% Redeemable First Preferred Stock, Series A	934,322	Shares
4.8% Redeemable First Preferred Stock	793,031	Shares
4.5% Redeemable First Preferred Stock	611,142	Shares
4.36% Redeemable First Preferred Stock	418,291	Shares
 Total Preferred Stock	 10,319,783	 Shares
 Common Stock	 264,374,809	 Shares

(b) Terms of preferred stock, whether cumulative or participating, or on dividends or assets, or otherwise:

First preferred stock is entitled to receive cumulative preferential dividends when and as declared by the Board of Directors, out of funds legally available therefore at the annual dividend rates indicated in the title of each series and computed on the par value of each share. After payment or setting aside for payment of the dividends and sinking fund payments, if any, on first preferred stock, holders of common stock are entitled to dividends when and as declared out of funds legally available therefore.

Upon liquidation or dissolution of Pacific Gas and Electric Company ("the Utility"), holders of first preferred stock are entitled to receive an amount equal to the par value of such shares plus an amount equal to all accumulated and unpaid dividends thereon. Holders of common stock are entitled to the remaining assets of the Utility in proportion to their shareholdings.

All shares of the first preferred stock rank equally with regard to preference in dividend and liquidation rights, except that shares of different classes or different series thereof may differ as to the amounts of dividends or liquidation payments to which they are entitled.

The redeemable first preferred stock outstanding, with no mandatory redemption provision, is subject to redemption, in whole or in part, solely at the option of the Utility upon payment of the applicable redemption price plus accumulated and unpaid dividends to the date fixed for redemption. The redemption premium per share declines in accordance with terms of the specific issue.

No optional redemption of first preferred stock or any junior stock thereto shall be made if there is an arrearage in the payment of dividends or sinking fund payments, if any, on first preferred stock.

Brief description of Senior Notes, Pollution Control Bonds and Debtor-In-Possession Financing:

### **SENIOR NOTES**

On March 24, 2004, the First Mortgage Bonds (now known as Senior Notes) were offered in multiple tranches consisting of 3.60% First Mortgage Bonds due March 1, 2009 in the principal amount of \$600 million, 4.20% First Mortgage Bonds due March 1, 2011 in the principal amount of \$500 million, 4.80% First Mortgage Bonds due March 1, 2014 in the principal amount of \$1 billion, and 6.05% First Mortgage Bonds due March 1, 2034 in the principal amount of \$3 billion.

The First Mortgage Bonds were secured by a first lien, subject to permitted exceptions, on substantially all of the Utility's real property and certain tangible personal property related to the Utility's facilities. The lien was released on April 22, 2005, upon satisfaction of various conditions specified in the indenture and the First Mortgage Bonds that had not been redeemed were re-designated as Senior Notes. The maturity dates and interest rates remained unchanged.

The Senior Notes are unsecured general obligations ranking equal with the Utility's other senior unsecured debt. Under the indenture for the Senior Notes, the Utility has agreed that it will not incur secured debt (except for (i) debt secured by specified liens, and; (ii) secured debt in an amount not exceeding 10% of the Utility's net tangible assets, as defined in the indenture) unless the Utility provides that the Senior Notes will be equally and ratably secured.

### **POLLUTION CONTROL BONDS**

The California Pollution Control Financing Authority and the California Infrastructure and Economic Development Bank issued various series of tax-exempt pollution control bonds for the benefit of the Utility. Under the pollution control bond loan agreements, the Utility is obligated to pay on the due dates an amount equal to the principal, premium, if any, and interest on these bonds to the trustees for these bonds.

All of the pollution control bonds financed or refinanced pollution control facilities at the Utility's Geysers geothermal power plant ("Geysers Project"), or at the Utility's Diablo Canyon Power Plant ("Diablo Canyon"). In 1999, the Utility sold the Geysers Project to Geysers Power Company LLC, a subsidiary of Calpine Corporation. The Geysers Project purchase and sale agreements state that Geysers Power Company LLC will use the facilities solely as pollution control facilities within the meaning of Section 103(b)(4)(F) of the Internal Revenue Code and associated regulations ("Code").

In order to enhance the credit ratings of these pollution control bonds, the Utility has obtained credit support from banks, in the event that the Utility does not pay debt servicing costs, the banks will pay these costs.

Generally, under the loan agreements related to the Utility's pollution control bonds, the Utility, among other things, agrees to pay principal, interest or any premium on the bonds to the trustee in accordance with the relevant indentures, maintain and repair the underlying projects financed by such bonds, and not take any action or fail to take any action if any such action or inaction would cause the interest on the bonds to be taxable or to be other than "exempt facility bonds" within the meaning of Section 142(a) of the Code.

On May 1, 1996, pollution control bonds series 1996C, 1996E and 1996F were issued and were backed by letters of credit issued by various banks. On September 1, 1997, pollution control bonds series 1997B were issued and were backed by letters of credit issued by various banks. In 2005, the Utility purchased a financial guaranty insurance policy to insure the regularly scheduled payments of principal and interest on \$454 million of pollution control bonds series 2005 A-G ("PC2005 bonds") issued by the California Infrastructure and Economic Development Bank. In January 2008, the insurer's credit rating was downgraded and/or put on review for possible downgrade by several credit agencies. This resulted in increases in interest rates for the PC2005 bonds, which rates were currently set at auction every 7 or 35 days. To minimize this interest rate exposure, the Utility exercised its right to purchase the bonds in lieu of redemption and remarket the bonds when market conditions were more favorable. The purchase of the PC2005 bonds was financed through issuance of long-term debt. In October 2008, pollution control bonds series 2005 A-D were reissued as series 2008 A-D variable rate daily bonds, with interest changing daily and backed by a Wells Fargo direct-pay letter of credit. In September 2009, the same series were reissued as series 2009 A-D variable rate daily bonds that are not subject to the Alternative Minimum Tax ("AMT") status, also with interest changing daily and backed by a Wells Fargo direct-pay letter of credit. In September 2008, pollution control bonds series 2005 F and G were reissued as series 2008 F and G with a yield of 3.75% and were backed by the Utility's credit with a 2-year mandatory tender due September 20, 2010. On September 20, 2010, pollution control bonds series 2008 F and G were tendered from bond holders and are held by the Utility. In March 2010, pollution control bonds series 2005 E were reissued as series 2010 E with a yield of 2.25% and are backed by the Utility's credit with a 2-year mandatory tender due April 2, 2012. On April 2, 2012, the 2010E series pollution control bonds were tendered and held by the Utility. On December 1, 2015, the Utility completed the substitution of the syndicated letters of credit fronted by JPMorgan supporting pollution control bond series 1996C, 1996E, 1996F, and 1997B with bilateral LCs from Toronto-Dominion (TD) Bank, Sumitomo Mitsui, Canadian Imperial Bank of Commerce (CIBC), and Mizuho Bank. Each of the bilateral LCs has an expiration date of December 1, 2020, extending the credit enhancements for the PC bonds by 20 months. In June 2017, the pollution control bond series 2004 A-D was redeemed and retired. On June 15, 2017, the Utility completed the remarketing of pollution control bonds series 2008F, 2008G, and 2010E which were previously held by the Utility. The Utility issued the 2008F and 2010E bonds as 5-year mandatory puts due May 2022, and the 2008G bonds were fixed to maturity (December 2018). In December 2018, the 2008G bonds matured and were retired.

### **Debtor-in-Possession Credit Agreement**

On February 1, 2019 in connection with the Chapter 11 bankruptcy, the Utility entered into a Senior Secured Superpriority Debtor-in-Possession Credit, Guaranty and Security Agreement (the "DIP Credit Agreement"), among the Utility, PG&E Corporation, JPMorgan Chase Bank, N.A., Citibank, N.A. and other lenders. The DIP Credit Agreement provides for \$5.5 billion in senior secured superpriority debtor-in-possession credit facilities in the form of (i) a revolving credit facility in an aggregate amount of \$3.5 billion, including a \$1.5 billion letter of credit subfacility, (ii) a term loan facility in an aggregate principal amount of \$1.5 billion and (iii) a delayed draw term loan facility in an aggregate principal amount of \$500 million.

Borrowings under the DIP facilities are senior secured obligations of the Utility, secured by substantially all of the Utility's assets and entitled to superpriority administrative expense claim status in the Utility's Chapter 11 bankruptcy. The Utility's obligations under the DIP facilities are guaranteed by PG&E Corporation. The DIP facilities mature on December 31, 2020, subject to the Utility's option to extend the maturity to December 31, 2021.

## (d) Outstanding Senior Notes, Pollution Control Bonds &amp; Debtor-in-Possession Financing at September 30, 2019

Series	Issue Date	Maturity Date	Coupon	Interest Paid in 2019	In Hands of Public
<u>Senior Notes</u>					
6.05% due 2034	05-Mar-04	01-Mar-34	6.050%	\$0	\$3,000,000,000
5.80% due 2037 <sup>1</sup>	13-Mar-07	01-Mar-37	5.800%	\$0	\$950,000,000
6.35% due 2038	03-Mar-08	15-Feb-38	6.350%	\$0	\$400,000,000
6.25% due 2039	06-Mar-09	01-Mar-39	6.250%	\$0	\$550,000,000
5.40% due 2040 <sup>2</sup>	18-Nov-09	15-Jan-40	5.400%	\$0	\$800,000,000
3.50% due 2020 <sup>3</sup>	15-Sep-10	01-Oct-20	3.500%	\$0	\$800,000,000
4.25% due 2021	13-May-11	15-May-21	4.250%	\$0	\$300,000,000
3.25% due 2021	12-Sep-11	15-Sep-21	3.250%	\$0	\$250,000,000
4.50% due 2041	01-Dec-11	15-Dec-41	4.500%	\$0	\$250,000,000
4.45% due 2042	16-Apr-12	15-Apr-42	4.450%	\$0	\$400,000,000
2.45% due 2022	16-Aug-12	15-Aug-22	2.450%	\$0	\$400,000,000
3.75% due 2042	16-Aug-12	15-Aug-42	3.750%	\$0	\$350,000,000
3.25% due 2023	14-Jun-13	15-Jun-23	3.250%	\$0	\$375,000,000
4.60% due 2043	14-Jun-13	15-Jun-43	4.600%	\$0	\$375,000,000
3.85% due 2023	12-Nov-13	15-Nov-23	3.850%	\$0	\$300,000,000
5.125% due 2043	12-Nov-13	15-Nov-43	5.125%	\$0	\$500,000,000
3.75% due 2024	21-Feb-14	15-Feb-24	3.750%	\$0	\$450,000,000
4.75% due 2044 <sup>4</sup>	21-Feb-14	15-Feb-44	4.750%	\$0	\$675,000,000
3.40% due 2024	18-Aug-14	15-Aug-24	3.400%	\$0	\$350,000,000
4.30% due 2045 <sup>5</sup>	06-Nov-14	15-Mar-45	4.300%	\$0	\$600,000,000
3.50% due 2025 <sup>6</sup>	12-Jun-15	15-Jun-25	3.500%	\$0	\$600,000,000
4.25% due 2046	05-Nov-15	15-Mar-46	4.250%	\$0	\$450,000,000
2.95% due 2026	01-Mar-16	01-Mar-26	2.950%	\$0	\$600,000,000
4.00% due 2046	01-Dec-16	01-Dec-46	4.000%	\$0	\$400,000,000
3.30% due 2027	10-Mar-17	15-Mar-27	3.300%	\$0	\$400,000,000
4.00% due 2046	10-Mar-17	01-Dec-46	4.000%	\$0	\$200,000,000
3.30% due 2027	29-Nov-17	01-Dec-27	3.300%	\$0	\$1,150,000,000
3.95% due 2047	29-Nov-17	01-Dec-47	3.950%	\$0	\$850,000,000
4.25% due 2023	06-Aug-18	01-Aug-23	4.250%	\$0	\$500,000,000
4.65% due 2028	06-Aug-18	01-Aug-28	4.650%	\$0	\$300,000,000
<u>Pollution Control Bonds</u>					
PC1996C	23-May-96	01-Nov-26	Various	\$0	\$200,000,000
PC1996E	23-May-96	01-Nov-26	Various	\$0	\$165,000,000
PC1996F	23-May-96	01-Nov-26	Various	\$0	\$100,000,000
PC1997B	16-Sep-97	01-Nov-26	Various	\$0	\$148,550,000
PC2008F <sup>7,8</sup>	15-Jun-17	01-Nov-26	1.750%	\$0	\$50,000,000
PC2009A	01-Sep-09	01-Nov-26	Various	\$0	\$74,275,000
PC2009B	01-Sep-09	01-Nov-26	Various	\$0	\$74,275,000
PC2010E <sup>7,8</sup>	15-Jun-17	01-Nov-26	1.750%	\$0	\$50,000,000
<u>Debtor-In-Possession Financing</u>					
\$1.5B Term Loan	03-Apr-19	31-Dec-20	Various	\$23,922,500	\$1,500,000,000
<b>Total</b>				<b>\$23,922,500</b>	<b>\$19,887,100,000</b>

- 1) Reopened on 4/1/10 and issued an additional \$250 million  
2) Reopened on 11/18/10 and issued an additional \$250 million  
3) Reopened on 11/18/10 and issued an additional \$250 million  
4) Reopened on 08/8/14 and issued an additional \$225 million  
5) Reopened on 06/12/15 and issued an additional \$100 million  
6) Reopened on 11/05/15 and issued an additional \$200 million  
7) Remarketed on 6/15/17  
8) 5-Year Mandatory Put on 5/30/2022

- (e) Each note outstanding giving date of issue, amount, date of maturity, rate of interest, in whose favor, together with amount of interest paid thereon during last fiscal year.

The only PG&E notes outstanding are the senior unsecured notes and Debtor-in-Possession Financing disclosed in Exhibit 2.1 (d), which were publicly issued under the indenture described in Exhibit 2.1 (c).

- (f) Other indebtedness, giving same by classes and describing security, if any, with a brief statement of the devolution or assumption of any portion of such indebtedness upon or by any person or corporation if the original liability has been transferred, together with amount of interest paid thereon during the last fiscal year

Description	Devolution or Assumption of any Portion	Amount Outstanding	Shares Outstanding	Interest Rate	Interest Paid Year Ended 12/31/18
Advances from Special Purpose Entity (PG&E Energy Recovery Funding LLC)	None	\$ -	N/A	Various	\$ -



(g) Rate and amount of dividends paid during the five previous fiscal years, and the amount of capital stock on which dividends were paid each year

	Stock Outstanding December 31st (in dollars)	Amount of Capital Stock on which Dividends were Paid (in dollars)	Amount of Dividends (in dollars)
<b>6% NONREDEEMABLE FIRST PREFERRED STOCK</b>			
2013 - 6% Cash	105,291,550	105,291,550	6,317,516
2014 - 6% Cash	105,291,550	105,291,550	6,317,515
2015 - 6% Cash	105,291,550	105,291,550	6,317,513
2016 - 6% Cash	105,291,550	105,291,550	6,317,512
2017 - 6% Cash	105,291,550	105,291,550	6,317,511
2018 - 6% Cash	105,291,550	-	-
2019 - 6% Cash <sup>(2)</sup>	105,291,550	-	-
<b>5.50% NONREDEEMABLE FIRST PREFERRED STOCK</b>			
2013 - 5.50% Cash	29,329,075	29,329,075	1,613,108
2014 - 5.50% Cash	29,329,075	29,329,075	1,613,108
2015 - 5.50% Cash	29,329,075	29,329,075	1,613,107
2016 - 5.50% Cash	29,329,075	29,329,075	1,613,106
2017 - 5.50% Cash	29,329,075	29,329,075	1,613,106
2018 - 5.50% Cash	29,329,075	-	-
2019 - 5.50% Cash <sup>(2)</sup>	29,329,075	-	-
<b>5% NONREDEEMABLE FIRST PREFERRED STOCK</b>			
2013 - 5% Cash	10,000,000	10,000,000	500,002
2014 - 5% Cash	10,000,000	10,000,000	500,002
2015 - 5% Cash	10,000,000	10,000,000	500,002
2016 - 5% Cash	10,000,000	10,000,000	500,002
2017 - 5% Cash	10,000,000	10,000,000	500,002
2018 - 5% Cash	10,000,000	-	-
2019 - 5% Cash <sup>(2)</sup>	10,000,000	-	-
<b>5% REDEEMABLE FIRST PREFERRED STOCK</b>			
2013 - 5% Cash	44,454,300	44,454,300	2,222,719
2014 - 5% Cash	44,454,300	44,454,300	2,222,719
2015 - 5% Cash	44,454,300	44,454,300	2,222,719
2016 - 5% Cash	44,454,300	44,454,300	2,222,719
2017 - 5% Cash	44,454,300	44,454,300	2,222,718
2018 - 5% Cash	44,454,300	-	-
2019 - 5% Cash <sup>(2)</sup>	44,454,300	-	-
<b>5% REDEEMABLE FIRST PREFERRED STOCK, SERIES A</b>			
2013 - 5% Cash	23,358,050	23,358,050	1,167,909
2014 - 5% Cash	23,358,050	23,358,050	1,167,909
2015 - 5% Cash	23,358,050	23,358,050	1,167,909
2016 - 5% Cash	23,358,050	23,358,050	1,167,908
2017 - 5% Cash	23,358,050	23,358,050	1,167,908
2018 - 5% Cash	23,358,050	-	-
2019 - 5% Cash <sup>(2)</sup>	23,358,050	-	-
<b>4.80% REDEEMABLE FIRST PREFERRED STOCK</b>			
2013 - 4.80% Cash	19,825,775	19,825,775	951,637
2014 - 4.80% Cash	19,825,775	19,825,775	951,637
2015 - 4.80% Cash	19,825,775	19,825,775	951,637
2016 - 4.80% Cash	19,825,775	19,825,775	951,637
2017 - 4.80% Cash	19,825,775	19,825,775	951,637
2018 - 4.80% Cash	19,825,775	-	-
2019 - 4.80% Cash <sup>(2)</sup>	19,825,775	-	-
<b>4.50% REDEEMABLE FIRST PREFERRED STOCK</b>			
2013 - 4.50% Cash	15,278,550	15,278,550	687,538
2014 - 4.50% Cash	15,278,550	15,278,550	687,538
2015 - 4.50% Cash	15,278,550	15,278,550	687,538
2016 - 4.50% Cash	15,278,550	15,278,550	687,537
2017 - 4.50% Cash	15,278,550	15,278,550	687,537
2018 - 4.50% Cash	15,278,550	-	-
2019 - 4.50% Cash <sup>(2)</sup>	15,278,550	-	-

(g) Rate and amount of dividends paid during the five previous fiscal years, and the amount of capital stock on which dividends were paid each year

	Stock Outstanding December 31st (in dollars)	Amount of Capital Stock on which Dividends were Paid (in dollars)	Amount of Dividends (in dollars)	
4.36% REDEEMABLE FIRST PREFERRED STOCK				
2013 - 4.36% Cash	10,457,275	10,457,275	455,938	
2014 - 4.36% Cash	10,457,275	10,457,275	455,938	
2015 - 4.36% Cash	10,457,275	10,457,275	455,938	
2016 - 4.36% Cash	10,457,275	10,457,275	455,938	
2017 - 4.36% Cash	10,457,275	10,457,275	455,938	
2018 - 4.36% Cash	10,457,275	-	-	
2019 - 4.36% Cash <sup>(2)</sup>	10,457,275	-	-	
TOTAL PREFERRED STOCK				
2013	257,994,575	257,994,575	13,916,368	
2014	257,994,575	257,994,575	13,916,365	
2015	257,994,575	257,994,575	13,916,363	
2016	257,994,575	257,994,575	13,916,359	
2017	257,994,575	257,994,575	13,916,357	
2018	257,994,575	-	-	
2019 <sup>(2)</sup>	257,994,575	-	-	
COMMON STOCK				
2013 (Dividend to PG&E Corp)	1,321,874,045	(1)	716,000,000	
2014 (Dividend to PG&E Corp)	1,321,874,045	(1)	716,000,000	
2015 (Dividend to PG&E Corp)	1,321,874,045	(1)	716,000,000	
2016 (Dividend to PG&E Corp)	1,321,874,045	(1)	911,000,000	
2017 (Dividend to PG&E Corp)	1,321,874,045	(1)	784,000,000	
2018 (Dividend to PG&E Corp)	1,321,874,045	(1)	-	
2019 (Dividend to PG&E Corp) <sup>(2)</sup>	1,321,874,045	(1)	-	
TOTAL COMMON & PREFERRED STOCK				
2013	1,579,868,620	NA	729,916,368	
2014	1,579,868,620	NA	729,916,365	
2015	1,579,868,620	NA	729,916,363	
2016	1,579,868,620	NA	924,916,359	
2017	1,579,868,620	NA	797,916,357	
2018	1,579,868,620	NA	-	
2019 <sup>(2)</sup>	1,579,868,620	NA	-	
AMOUNT OF COMMON STOCK ON WHICH DIVIDENDS WERE PAID				
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
2013	1,321,874,045	1,321,874,045	1,321,874,045	1,321,874,045
2014	1,321,874,045	1,321,874,045	1,321,874,045	1,321,874,045
2015	1,321,874,045	1,321,874,045	1,321,874,045	1,321,874,045
2016	1,321,874,045	1,321,874,045	1,321,874,045	1,321,874,045
2017	1,321,874,045	1,321,874,045	1,321,874,045	Dividend Suspended 12/20/2017
2018	-	-	-	-
2019 <sup>(2)</sup>	-	-	NA	NA

<sup>(1)</sup> Refer to "Amount of Common Stock on Which Dividends were Paid"

<sup>(2)</sup> Data as of September 30, 2019

(h) A balance sheet as of the latest available date, together with an income statement covering period from close of last year for which an annual report has been filed with the Commission to the date of the balance sheet attached to the application.

The balance sheets and income statements filed with the Commission on November 22, 2019 with PG&E's A.19-11-019 and on March 27, 2019 with PG&E's A.19-03-020 are incorporated herein by reference.

# EXHIBIT 2.2

## DESCRIPTION OF PROPERTY

**Pacific Gas and Electric Company**  
**Total Operative Plant and Depreciation Reserve**  
**As of December 31, 2018**

FERC Account	Asset Class	Asset Class Description	2018 Adjusted Plant Balance	2018 Adjusted Reserve Balance
302	EIP30200	Fran/Consent Use EIP30201	-	-
302	EIP30201	Franchises/Consents	138,759,137	59,772,102
303	EIP30301	Intangible Plant: USBR	999,605	999,605
303	EIP30302	Intangible Plant: Patents	-	-
303	EIP30303	Software	4,289,306	1,322,059
			<u>144,048,048</u>	<u>62,093,766</u>
310	ESF31001	Prod Fossil: Land	3,842,890	-
310	ESF31002	Prod Fossil: Land Rights	4,801,315	376,423
311	ESF31101	Structures & Improvements	-	-
311	ESF31103	Post 2008 Fossil Gen: Str	113,671,044	36,008,692
312	ESF31201	Boiler Plant Equipment	-	(1,351,614)
312	ESF31202	BoilerPlantEqq/Pollu Contrl	4,413	32
312	ESF31203	Post2008FG:Boiler Plant Eqp	276,436,731	83,776,990
312	ESF31205	Post2008 FG: Boil Plt Eqp.	1,520,633	532,821
313	ESF31301	Engine & Engine Driven Gen	-	(37,799)
314	ESF31401	Turbogenerator Units	-	304,620
314	ESF31403	Post 2008 Fossil Gen: Tur	257,380,332	79,063,316
315	ESF31501	Accessory Electric Equip	-	-
315	ESF31503	Post 2008 Fossil Gen: Ac	52,625,551	15,066,136
316	ESF31601	Misc Power Plant Eqp	-	-
316	ESF31602	Prod Fossil: Misc Power Pl	-	-
316	ESF31603	Post2008 FG: Misc PPlnt Eqp	28,348,904	8,964,597
317	ESF31700	Asset Retirement Costs for Steam Production	96,102,035	79,246,490
			<u>834,733,848</u>	<u>301,950,704</u>
310	ESG31002	Prod Geotherm: Land Rights	-	-
311	ESG31100	Prod Geotherm: Structures	-	-
312	ESG31200	Prod Geotherm: Boiler Plan	-	-
313	ESG31300	Prod Geotherm: Engine & En	-	-
314	ESG31400	Prod Geotherm: Turbogenera	-	-
315	ESG31500	Prod Geotherm: Accessory E	-	-
316	ESG31600	Prod Geotherm: Misc Power	-	-
			<u>-</u>	<u>-</u>

**Pacific Gas and Electric Company**  
**Total Operative Plant and Depreciation Reserve**  
**As of December 31, 2018**

FERC Account	Asset Class	Asset Class Description	2018 Adjusted Plant Balance	2018 Adjusted Reserve Balance
109	ENP10900	FAS109 Gross-Up	468,499,422	468,499,422
320	ENP32001	Prod Nucl: Land	18,312,510	17,037,811
320	ENP32002	Prod Nucl: Land Rights	4,414,051	4,414,051
321	ENP32100	Prod Nucl: Structures & Im	889,647,181	888,521,907
321	ENP32102	Post 2001 Structures & Im	199,607,819	60,804,361
322	ENP32200	Reactor Plant Equipment	2,181,380,274	2,174,297,927
322	ENP32201	Reactor Plant Equip Unit 2	643,919,668	433,279,002
322	ENP32202	Post 2001 Rctr Plant Equip	753,006,233	283,163,874
323	ENP32300	Prod Nucl: Turbogenerator	939,182,504	938,655,870
323	ENP32302	Post 2001 Turbogenerator	235,566,285	115,767,171
324	ENP32400	Accessory Electric Equip	682,313,330	686,043,458
324	ENP32401	Acc Electrical Eqp (HBPP)	-	(13,117)
324	ENP32402	Post 2001 Acc Elect Equip	185,578,669	62,288,271
325	ENP32500	Misc Power Plant Equipment	379,630,097	373,057,097
325	ENP32501	Misc PP Equip (HBPP)	(0)	-
325	ENP32502	Post 2001 Pwr Plnt Equip	783,777,483	296,673,996
326	ENP32600	Asset Retirement Costs for Nuclear Production	3,364,966,683	372,861,186
			<u>11,729,802,209</u>	<u>7,175,352,287</u>
302	EHP30200	Prod Hydro: Franchises/Con	-	-
330	EHP33001	Prod Hydro: Land	25,317,670	(724,576)
330	EHP33003	Prod Hydro: Land - Recreat	71,428	-
330	EHP33004	Prod Hydro: Land Rights	15,021,266	1,249,496
330	EHP33005	Land Rights - Fish&Wildlife	5,973	769
330	EHP33006	Land Rights -Rec Facilities	2,283,503	388,211
331	EHP33101	Structures & Improvements	286,560,820	110,125,466
331	EHP33102	Struct & Imp - Fish/Wildlife	35,046,907	637,555
331	EHP33103	Struct & Imp - Recreation	29,649,682	14,518,677
331	EHH33101	Structures & Improvements	174,454,459	162,527,262
332	EHP33201	Res/Dams/Wtrwys/Frbys/Pnstk	1,643,518,768	895,251,505
332	EHP33202	Prod Hydro: Resvrs/Dams/Wt	17,788,391	6,348,098
332	EHP33203	Res/Dams//Waterways/Recrn	32,936,704	13,638,641
332	EHH33201	Res/Dams/Wtrwys/Frbys/Pnstk	429,030,722	414,897,334
333	EHP33300	Prod Hydro: Water Wheels,	787,832,200	225,631,359
335	EHP33500	Prod Hydro: Miscellaneous	81,560,315	24,946,779
333	EHP33301	Hydro Treasury Grant	(18,307,053)	(3,656,512)
337	EHP33700	Asset Retirement Cost for Hydro License	7,089,458	5,137,837
337	EHP33701	Asset Retirement Cost for Hydro	110,969	81,211
			<u>3,549,972,182</u>	<u>1,870,999,111</u>
302	EHH30200	Prod Helms: Franchises/Con	-	-
330	EHH33001	Prod Helms: Land	2,596	-
330	EHH33004	Prod Helms: Land Rights	348	61
333	EHH33300	Prod Helms: Water Wheels,	242,195,787	125,702,314
334	EHP33400	Prod Hydro: Accessory Elec	238,898,914	78,560,679
334	EHH33400	Prod Helms: Accessory Elec	57,217,433	47,740,639
336	EHP33600	Prod Hydro: Roads, Railroa	83,960,281	31,115,717
335	EHH33500	Prod Helms: Miscellaneous	20,862,015	15,285,885
336	EHH33600	Prod Helms: Roads, Railroa	9,176,044	8,623,872
			<u>652,313,418</u>	<u>307,029,168</u>

**Pacific Gas and Electric Company**  
**Total Operative Plant and Depreciation Reserve**  
**As of December 31, 2018**

FERC Account	Asset Class	Asset Class Description	2018 Adjusted Plant Balance	2018 Adjusted Reserve Balance
340	EOP34001	Prod Other: Land	16,086,882	-
340	EOP34002	Prod Other: Land Rights	3,120,988	244,686
341	EOP34100	Prod Other: Structures & I	375,092	(75,904)
341	EOP34101	Post 2008 Fossil Gen: Stru	141,975,934	41,992,885
341	EOP34102	Solar Struc & Impr	68,453,422	17,737,392
342	EOP34200	Prod Other: Fuel Holders,	5,823	(17,722)
342	EOP34201	Post 2008 Fossil: Fuel Hol	11,265,373	3,389,734
343	EOP34300	Prod Other: Prime Movers	38,096	212,106
343	EOP34301	Post 2008 Fossil Gen: Prim	227,842,973	68,103,669
344	EOP34400	Prod Other: Generators	253,289	(663,655)
344	EOP34401	Post 2008 Fossil Gen: Gene	55,674,104	18,728,115
344	EOP34402	Solar Gen Equip	400,275,698	104,331,592
344	EOP34403	Sol Gen Treas Grants	(117,381,092)	(32,486,959)
344	EOP34404	Fuel Cell	20,451,017	13,586,865
344	EOP34405	Fuel Cell Treas Grants	(5,394,754)	(4,025,393)
345	EOP34500	Prod Other: Accessory Elec	904,639	(225,471)
345	EOP34501	Post 2008 Fossil Gen: Acce	106,619,565	32,514,469
345	EOP34502	Solar Inverter	51,823,933	21,431,694
345	EOP34503	Solar Acc Elect Eq	54,366,537	13,978,896
346	EOP34600	Prod Other: Miscellaneous	2,911,077	1,343,086
346	EOP34601	Post2008 FG:Misc PPlant Eqp	62,555,281	18,957,500
346	EOP34602	ProdPPlt EqpSolar	33,179,655	10,104,113
347	EOP34700	Asset Retirement Cost PV	-	-
			<b>1,135,403,532</b>	<b>329,161,699</b>
353	ETP35301	Trans Plant: Station Equip	6,302,413,386	1,338,212,600
353	ETP35302	Trans Plant: Step Up Trans	148,611,700	109,531,728
350	ETP35001	Trans Plant: Land	63,533,886	(256,958)
350	ETP35002	Trans Plant: Land Rights	213,757,194	69,410,683
350	ETX35002	Trans Plant: Land Rights	-	-
352	ETP35201	Trans Plant: Structures &	370,883,010	97,117,431
352	ETP35202	Trans Plant: Structues & I	120,283,719	14,133,581
353	ETP35303	Post 2008 Fossil Gen: Plan	68,673,636	21,954,638
353	ETX35301	Path 15 Trans Plant: Stati	-	(0)
353	NTP35301	DCPP Trans Plant: Station	5,931,741	7,423,374
353	NTP35302	DCPP Trans Plant: Step Up	84,039,559	61,439,787
354	ETC35400	CPUC Trans Plant: Towers &	-	-
354	ETP35400	Trans Plant: Towers & Fixt	945,860,197	371,277,613
354	ETP35401	Post 2008 Fossil Gen: Tow	15,973,250	8,356,092
354	ETX35400	Path 15 Trans Plant: Tower	(0)	-
357	ETP35700	Trans Plant: UG Conduit	511,176,139	88,851,742
358	ETP35800	Trans Plant: UG Conductor/	274,019,991	68,758,252
359	ETP35900	Trans Plant: Roads & Trail	94,354,165	11,985,341
352	ETX35201	Path 15 Trans Plant: Struc	-	-
355	ETC35500	CPUC Trans Plant: Poles &	-	-
355	ETP35500	Trans Plant: Poles & Fixtu	1,381,634,403	348,172,809
355	ETX35500	Path 15 Trans Plant: Poles	0	(8,085)
356	ETP35600	Trans Plant: OH Conductor/	1,695,590,131	530,180,697
359	ETP35910	Asset Retirement Cost for Transmission Plant	1,634,335	914,652
			<b>12,298,370,442</b>	<b>3,147,455,977</b>

**Pacific Gas and Electric Company**  
**Total Operative Plant and Depreciation Reserve**  
**As of December 31, 2018**

FERC Account	Asset Class	Asset Class Description	2018 Adjusted Plant Balance	2018 Adjusted Reserve Balance
352	NTP35201	Structures & Improvements	4,567,075	4,965,134
352	NTP35202	Struct & Improvements/Equip	324,237	379,397
356	ETP35601	Post 2008 Fossil Gen: OH C	17,471,043	1,651,672
356	ETX35600	Path 15 Trans Plant: OH Co	-	(0)
			22,362,355	6,996,202
			22,362,355	6,996,202
360	EDP36001	Distbn Plant: Land	58,123,988	22
360	EDP36002	Distbn Plant: Land Rights	122,526,851	6,996,947
361	EDP36101	Structures & Improvements	282,531,939	102,904,186
361	EDP36102	Structures & Improve/Equip	40,317,317	10,782,778
362	EDP36200	Distbn Plant: Station Equip	3,512,564,041	1,029,983,542
363	EDP36300	Distbn Plant: Storage Batt	1,354,773	579,270
363	EDP36301	Energy Storage	32,142,500	12,636,935
364	EDP36400	Distbn Plant: Poles Towers	4,832,728,954	2,356,287,512
365	EDP36500	Distbn Plant: OH Conductor	4,799,825,748	2,586,373,245
366	EDP36600	Distbn Plant: UG Conduit	3,003,552,487	1,087,751,418
367	EDP36700	Distbn Plant: UG Conductor	4,806,619,874	2,617,763,461
368	EDP36801	Distbn Plant: OH Line TX	2,842,603,103	863,368,486
368	EDP36802	Distbn Plant: UG Line TX	948,124,162	288,742,838
369	EDP36901	Distbn Plant: OH Services	938,769,265	681,816,783
369	EDP36902	Distbn Plant: UG Services	2,483,410,508	1,476,140,867
370	EDP37000	Distbn Plant: Meters	197,631,679	(54,412,724)
370	EDP37001	Electric Distribution - Me	1,003,648,878	318,392,123
371	EDP37100	Distbn Plant: Installed on	27,313,911	31,965,922
371	EDP37102	EVC Infr on Customer Premis	756,691	6,107
372	EDP37200	Distbn Plant: Leased Prope	895,448	970,063
373	EDP37301	Streetlight OH Conductor	13,527,848	11,285,516
373	EDP37302	Streetlight Conduit/Cable	51,156,784	24,141,670
373	EDP37303	Streetlight Lamps/Equipment	122,240,427	85,582,273
373	EDP37304	Streetlight Electoliers	67,811,323	33,469,943
374	EDP37400	Asset Retirement Cost for Transmission Plant	6,292,839	3,994,081
			30,196,471,338	13,577,523,266
389	EGP38901	Genl Plant: Land	6,100	-
389	EGP38902	Genl Plant: Land Rights	414,585	23,299
390	EGP39000	Structures & Improvements	11,777,135	6,540,306
391	EGP39100	Genl Plant: Office Furnit	10,926,685	3,903,646
394	EGP39400	Tools, Shop, and Garage Equip	145,357,613	45,984,863
395	EGP39500	Genl Plant: Lab Equipment	15,906,509	5,680,746
396	EGP39600	Power Operated Equipment	-	(1,703)
397	EGP39700	Genl Plant: Common Equipme	361,979,966	45,466,935
397	EGP39708	SM Elect Netwk Equip	6,270,730	1,793,823
398	EGP39800	Genl Plant: Misc Equip	71,237,420	2,465,989
399	EGP39900	Other Tangible Property	-	-
399	EGP39910	Asset Retirement Cost for General Plant	6,211,012	4,301,129
399	EGP39911	Asset Retirement Cost for General Plant	1,327,310	1,044,569
306	WTR30601	Water Plnt: Land	-	-
306	WTR30602	Water Plnt: Land Rights	-	-
343	WTR34300	Water Plnt: Canals/Ditches	-	-
			631,415,066	117,203,603



**Pacific Gas and Electric Company**  
**Total Operative Plant and Depreciation Reserve**  
**As of December 31, 2018**

FERC Account	Asset Class	Asset Class Description	2018 Adjusted Plant Balance	2018 Adjusted Reserve Balance
389	NGP38901	DCPP Genl Plant: Land	3,947	3,947
391	NGP39100	DCPP Genl Plant: Office F	4,503,536	898,393
398	NGP39800	DCPP Genl Plant: Miscellan	15,863,163	3,444,549
			20,370,646	4,346,889
			651,785,712	121,550,491
	QF Capital Leases			7,528,662
			<b>61,215,263,084</b>	<b>26,907,641,334</b>

**Pacific Gas and Electric Company**  
**Utility Plant - Gas Department**  
**As of December 31, 2018**

FERC Account	Asset Class	Asset Class Description	2018 Adjusted Plant Balance	2018 Adjusted Reserve Balance
302	GIP30200	Franchise and Consents	-	-
302	GIP30202	Intangible Franchises/Consents	674,445	581,563
303	GIP30301	Misc Intangible Plant	(0)	-
303	GIP30302	Intangible Plant Software	4,656,551	(1,926,382)
			<u>5,330,996</u>	<u>(1,344,820)</u>
303	GIE30300	Misc Intangible Plant PEP	-	-
303	GIE30302	Intangible Plant Misc	582,516	307,477
			<u>582,516</u>	<u>307,477</u>
			<u>5,913,512</u>	<u>(1,037,343)</u>
304	GPP30401	Land	1,732	-
304	GPP30402	Land Rights	47,837	-
305	GPP30500	Structures and Improvements	129,821	199,955
311	GPP31100	Liquefied Petroleum Gas Equip	329,581	9,464
			<u>508,971</u>	<u>209,419</u>
350	GUS35011	Land	6,488,402	-
350	GUS35012	Land Rights	128,018	-
350	GUS35021	Storage Leaseholds and Rights	-	-
350	GUS35022	Rights of Way	-	-
352	GUS35023	Leaseholds	7,220,346	7,134,285
350	GUS35024	Right of Way	1,796,338	1,391,054
351	GUS35110	Well Structures	27,772,847	3,323,813
351	GUS35120	Compressor Station Structures	10,316,954	4,707,414
351	GUS35130	Meas. and Reg. Station Struct	10,862,005	8,341,307
351	GUS35140	Other Structures	5,569,832	3,002,870
352	GUS35200	Wells	256,893,346	94,825,351
353	GUS35300	Lines	99,101,978	41,137,004
354	GUS35400	Compressor Station Equipment	141,972,103	54,684,662
355	GUS35500	Meas. and Reg. Equipment	116,671,781	41,152,296
356	GUS35600	Purification Equipment	59,551,878	34,326,917
357	GUS35700	Other Equipment	11,208,815	4,330,505
			<u>755,554,643</u>	<u>298,357,477</u>
360	GLS36001	Land	987,805	-
360	GLS36002	Land Rights	117,008	5,780
361	GLS36101	Structures and Improvements	1,556,229	1,300,739
362	GLS36200	Gas Holders	5,936,663	4,327,770
363	GLS36330	Compressor Equipment	607,899	604,352
363	GLS36340	Measuring and Regulating Equip	1,720,985	181,164
363	GLS36350	Other Equipment	6,565,181	2,805,123
			<u>17,491,770</u>	<u>9,224,928</u>
			<u>773,046,413</u>	<u>307,582,405</u>

**Pacific Gas and Electric Company**  
**Utility Plant - Gas Department**  
**As of December 31, 2018**

FERC Account	Asset Class	Asset Class Description	2018 Adjusted Plant Balance	2018 Adjusted Reserve Balance
365	GTP36511	Land	33,907,064	8,297,083
365	GTP36512	Land Rights	37,040,708	26,173,762
366	GTP36610	Compressor Station Structures	55,409,448	13,698,081
366	GTP36620	Meas. and Reg. Station Struct	49,719,068	6,451,383
366	GTP36630	Other Structures	44,970,218	12,383,184
367	GTP36700	Mains	2,927,386,479	798,058,359
367	GTP36702	Trans Plant: Feeder Mains	-	-
367	GTP36703	Trans Plant: Mains (PSEP)	501,629,276	62,402,535
368	GTP36800	Compressor Station Equipment	616,070,421	242,231,487
369	GTP36900	Odorizing Equipment	561,968,860	131,489,284
371	GTP37100	Other Equipment	443,008,339	47,970,276
372	GTP37200	Asset Retirement Cost for Transmission Plant	699,995,827	142,647,287
			<u>5,971,105,708</u>	<u>1,491,802,723</u>
365	GTE36511	Land PEP	877,958	408,207
365	GTE36512	Land Rights PEP	18,887,569	10,039,798
366	GTE36610	Comp Station Structures PEP	10,713,675	5,696,507
366	GTE36620	Meas & Reg Station Equip PEP	18,796,946	988,653
366	GTE36630	Other Structures PEP	4,836,012	489,224
367	GTE36700	Mains PEP	644,530,646	372,999,341
368	GTE36800	Compressor Station Equip PEP	123,709,446	100,430,827
369	GTE36900	Odorizing Equipment PEP	6,340,070	4,219,804
371	GTE37100	Other Equipment PEP	450,198	690
			<u>829,142,520</u>	<u>495,273,051</u>
			<u>6,800,248,228</u>	<u>1,987,075,774</u>
374	GDP37401	Land	7,595,001	205,207
374	GDP37402	Land Rights	28,462,518	1,473,131
375	GDP37500	Structures and Improvements	24,834,740	3,633,594
376	GDP37601	Mains	4,497,601,251	1,796,406,464
376	GDP37602	Feeder Mains	-	-
377	GDP37700	Compressor Station Equipment	18,139,657	813,057
378	GDP37800	Odorizing Equipment	427,904,569	108,053,053
380	GDP38000	Services	4,562,862,768	2,878,603,058
381	GDP38100	Meters	1,123,991,136	395,059,134
383	GDP38300	House Regulators	197,975,365	102,831,828
385	GDP38500	Meas & Reg Station Equip Indust	83,863,726	29,588,386
386	GDP38600	Other Prop on Customer Premises	221,292	109,815
387	GDP38700	Other Equipment	69,246,097	21,795,457
358	GDP35800	Asset Retirement Cost for Distribution Plant	870,727	831,627
363	GDP36360	Asset Retirement Cost for Distribution Plant	2,332,166	1,365,094
388	GDP38800	Asset Retirement Cost for Distribution Plant	5,941,843	3,567,931
			<u>11,051,842,856</u>	<u>5,344,336,836</u>

**Pacific Gas and Electric Company**  
**Utility Plant - Gas Department**  
**As of December 31, 2018**

FERC Account	Asset Class	Asset Class Description	2018 Adjusted Plant Balance	2018 Adjusted Reserve Balance
389	GGP38901	Land	188,651	-
389	GGP38902	Land Rights	51,020	2,735
390	GGP39000	Structures and Improvements	106,156,312	14,282,027
391	GGP39100	Office Furniture and Equipment	9,959,458	1,593,754
394	GGP39400	Shop Equipment	58,444,466	11,457,006
395	GGP39500	Laboratory Equipment	3,423,606	326,441
396	GGP39600	Power Operated Equipment	-	(14,299)
397	GGP39700	Power Operated Equipment	24,156,218	3,496,369
397	GGP39708	SM Gas Netwk Equip	144,581,105	13,471,954
398	GGP39800	Miscellaneous Equipment	60,036,777	2,731,915
399	GGP39900	Other Tangible Property	-	(60,843)
399	GGP39910	Asset Retirement Cost for General Plant	500,013	349,562
399	GGP39911	Asset Retirement Cost for General Plant	725,691	571,106
			<u>408,223,317</u>	<u>48,207,725</u>
389	GGE38902	Land Rights PEP	110,140	-
390	GGE39000	Structures & Improvements PEP	47,226,461	16,138,103
391	GGE39100	Office Furniture and Equip PEP	(1,939,702)	179,614
394	GGE39400	Shop Equipment PEP	5,057,202	705,302
395	GGE39500	Laboratory Equipment PEP	518,679	219,054
396	GGE39600	Power Operated Equipment PEP	(0)	7,516
398	GGE39800	Miscellaneous Equipment PEP	1,120,302	259,490
399	GGE39900	Other Tangible Property PEP	(0)	(10,529)
			<u>52,093,082</u>	<u>17,498,550</u>
			<u>460,316,399</u>	<u>65,706,276</u>
			<u><b>19,091,876,380</b></u>	<u><b>7,703,873,367</b></u>

**Pacific Gas and Electric Company**  
**Total Operative Plant and Depreciation Reserve**  
**As of December 31, 2018**

FERC Account	Asset Class	Asset Class Description	2018 Adjusted Plant Balance	2018 Adjusted Reserve Balance
301	CMP30100	Organization	-	-
301	CMP30101	Organization	132,410	132,410
302	CMP30200	Intangible Plant: Franchises/Consents	214,735	-
303	CMP30301	Misc intangible plant	12,380,342	179,626
303	CMP30302	Intangible Plant: Software	1,035,032,279	640,315,928
303	CMP30304	Software CIS	543,258,884	310,099,832
389	CMP38901	Comm Plant: Land	93,198,736	207,728
389	CMP38902	Comm Plant: Land Rights	11,154,948	546,593
390	CMP39000	Structures and Improvements	1,787,681,205	627,879,437
390	CMP39001	Leasehold Improvements	-	-
391	CMP39101	Office Machines	310,881,277	141,409,252
391	CMP39102	Personal Computer Hardware	72,937,621	55,465,368
391	CMP39103	Office Furniture and Equipment	117,782,235	21,118,303
391	CMP39104	Office Machine & Comp Equip CIS	8,908,528	(40,201,670)
392	CMP39201	Transportation Equipment Air	29,459,723	12,758,725
392	CMP39202	Transportation Equip Class P	6,105,296	2,801,371
392	CMP39203	Transportation Equip Class C2	42,162,216	13,182,669
392	CMP39204	Transportation Equip Class C4	61,669,571	22,219,394
392	CMP39205	Transportation Equip Class T1	89,761,268	29,681,999
392	CMP39206	Transportation Equip Class T3	379,304,624	119,919,737
392	CMP39207	Transportation Equip Class T4	423,834,739	71,383,435
392	CMP39208	Transportation Equip Vessels	1,086,930	650,918
392	CMP39209	Transportation Equip Trailers	42,989,772	18,136,353
393	CMP39300	Stores Equipment	9,626,153	2,855,642
394	CMP39400	Tools Shop & Garage Equipment	69,399,012	44,941,229
395	CMP39500	Laboratory Equipment	11,981,092	2,737,601
396	CMP39600	Power Operated Equipment	170,942,819	57,066,673
397	CMP39701	Comm Equip Non Computer Based	53,674,931	17,450,754
397	CMP39702	Comm Equip Computer Based	152,089,718	75,391,847
397	CMP39703	Comm Equip Radio Systems	79,062,904	43,980,465
397	CMP39704	Comm Equip Voice System	29,660,745	11,646,890
397	CMP39705	Comm Equip Trans System	450,753,715	187,758,512
397	CMP39706	Comm Equip Trans Sys AMI G	325,112,589	135,262,864
397	CMP39707	Comm Equip Trans Sys AMI E	117,075	98,061
397	CMP39708	AMI Communication Network	117,410,228	55,251,443
398	CMP39800	Miscellaneous Equipment	25,179,504	4,719,645
399	CMP39900	Other Tangible Property	679	672
			<u>6,564,948,503</u>	<u>2,687,049,707</u>

**Pacific Gas and Electric Company**  
**Total Operative Plant and Depreciation Reserve**  
**As of December 31, 2018**

FERC Account	Asset Class	Asset Class Description	2018 Adjusted Plant Balance	2018 Adjusted Reserve Balance
303	CNP30302	DCPP Software	4,043,785	485,270
389	CNP38901	DCPP Land	347	348
389	CNP38902	DCPP Land Rights	5,404	5,418
390	CNP39000	DCPP Structures & Improvements	43,735,001	43,792,046
391	CNP39101	DCPP Office Machines & Comp Eq	1,654,961	587,082
391	CNP39102	DCPP PC Hardware	-	-
391	CNP39103	DCPP Office Furniture & Equip	3,445,857	2,285,188
392	CNP39201	DCPP Transportation Equip Air	-	-
392	CNP39202	DCPP Trans Equip Class P	0	-
392	CNP39203	DCPP Trans Equip Class C2	746,412	184,427
392	CNP39204	DCPP Trans Equip Class C4	258,692	109,971
392	CNP39205	DCPP Trans Equip Class T1	401,641	227,622
392	CNP39206	DCPP Trans Equip Class T3	1,021,166	438,329
392	CNP39207	DCPP Trans Equip Class T4	994,077	266,310
392	CNP39208	DCPP Trans Equip Vessels	145,342	84,290
392	CNP39209	DCPP Trans Equip Trailers	608,713	509,430
393	CNP39300	DCPP Store Equipment	90,169	52,245
394	CNP39400	DCPP Tools Shop & Garage Equip	388,500	389,584
395	CNP39500	DCPP Laboratory Equipment	1,442,354	676,011
396	CNP39600	DCPP Power Operated Equipment	6,141,272	1,850,033
397	CNP39701	DCPP Comm Equip Non Computer	771,042	207,196
397	CNP39702	DCPP Comm Equip Computer Based	985,188	(2,011,464)
397	CNP39703	DCPP Radio System	1,354,847	388,173
397	CNP39704	DCPP Voice Systems	535,573	9,598
397	CNP39705	DCPP Transmission Systems	4,899,961	2,038,744
398	CNP39800	DCPP Miscellaneous Equipment	3,529,363	2,456,682
			77,199,668	55,032,532
			<b>6,642,148,171</b>	<b>2,742,082,239</b>

# EXHIBIT 2.3

## PREVIOUS DEBT AUTHORIZATIONS

**EXHIBIT 2.3**  
**PACIFIC GAS AND ELECTRIC COMPANY**

Historical Financing Data through December 31, 2018

Description	Authorization / Issuance Date	Decision No.	Amount Authorized	Issuance	Remaining Authorization
<b>CPUC Financing Authorization</b>	<b>10/28/04</b>	<b>D.04-10-037</b>	<b>\$1,538,000,000</b>	<b>\$1,077,330,418</b>	<b>\$460,669,582</b>
	<b>04/07/05</b>	<b>D.05-04-023</b>			
	<b>11/09/06</b>	<b>D.06-11-006</b>			
<b>CPUC Financing Authorization</b>	<b>06/15/06</b>	<b>D.06-06-019</b>	<b>\$3,000,000,000</b>	<b>\$3,460,669,582</b>	<b>\$0</b>
<b>CPUC Financing Authorization</b>	<b>10/02/08</b>	<b>D. 08-10-013</b>	<b>\$4,000,000,000</b>	<b>\$4,000,000,000</b>	<b>\$0</b>
<b>CPUC Financing Authorization</b>	<b>11/01/11</b>	<b>D. 12-04-015</b>	<b>\$4,750,000,000</b>	<b>\$4,211,298,827</b>	<b>\$538,701,173</b>
<b>CPUC Financing Authorization</b>	<b>1/29/2015</b>	<b>D. 15-01-030</b>	<b>\$6,000,000,000</b>		<b>\$6,538,701,173</b>
3.50% Sr. Notes due 2025	06/12/15			\$400,000,000	\$6,138,701,173
4.30% Sr. Notes due 2045	06/12/15			\$100,000,000	\$6,038,701,173
Add'l Surety Bonds 6/10/15	06/10/15			\$11,936,622	\$6,026,764,551
3.50% Sr. Notes due 2025	11/05/15			\$200,000,000	\$5,826,764,551
4.25% Sr. Notes due 2046	11/05/15			\$450,000,000	\$5,376,764,551
Add'l Surety Bonds 11/2/15	11/05/15			\$230,000	\$5,376,534,551
2.95% Sr. Notes due 2026	03/01/16			\$600,000,000	\$4,776,534,551
Add'l Surety Bonds 2/25/16	03/01/16			\$5,294,094	\$4,771,240,457
Add'l Surety Bonds 11/2/15	09/30/16			\$20,115,057	\$4,751,125,400
4.00% Sr. Notes due 2046	12/01/16			\$400,000,000	\$4,351,125,400
Add'l Surety Bonds 12/19/16	12/19/16			\$201,000	\$4,350,924,400
Add'l Surety Bonds 02/01/17	02/01/17			\$55,000	\$4,350,869,400
3.30% Sr. Notes due 2027	03/10/17			\$400,000,000	\$3,950,869,400
4.00% Sr. Notes due 2046	03/10/17			\$200,000,000	\$3,750,869,400
PC 2010E & 2008 F&G	06/15/17			\$145,000,000	\$3,605,869,400
Add'l Surety Bonds 10/12/17	10/12/17			\$87,564	\$3,605,781,836
3.30% due 2027 Senior Notes	11/29/17			\$1,150,000,000	\$2,455,781,836
3.95% due 2047 Senior Notes	11/29/17			\$850,000,000	\$1,605,781,836
Add'l Surety Bonds 12/31/17	12/31/17			\$19,452,800	\$1,586,329,036
Add'l Surety Bonds 3/31/18	03/31/17			\$100,000	\$1,586,229,036
Add'l Surety Bonds 6/30/18	06/30/18			\$1,720,000	\$1,584,509,036
4.25% due 2023 Senior Notes	08/02/18			\$500,000,000	\$1,084,509,036
4.65% due 2028 Senior Notes	08/02/18			\$300,000,000	\$784,509,036
Add'l Surety Bonds 9/30/18	09/30/18			\$1,050,000	\$783,459,036
<b>Remaining Authorization</b>	<b>12/31/18</b>				<b>\$783,459,036</b>



# EXHIBIT 2.4

## SHORT-TERM DEBT IN EXCESS OF § 823(C)

**EXHIBIT 2.4**  
**PACIFIC GAS AND ELECTRIC COMPANY**

Short-Term Debt in Excess of PU Code  
Section 823(c)  
As of December 30, 2018  
(\$ Millions)

<u>Line No.</u>		<b>12/31/18</b>
1	Common Stock (\$5 par)	\$1,322
2	Preferred (\$25 par)	\$258
3	Preferred (\$100 par)	\$0
4	Long-Term Debt (par)	\$18,387
5	Total	\$19,967
6	5% allowed by PU Code Section 823(c)	\$998
7	Short-term credit facilities and outstanding short-term debt	\$3,250
8	Short-term credit facilities and outstanding short-term debt in excess of PU Code Section 823(c)	\$2,252
9	Amount authorized by D. 09-05-002	\$4,000
10	Additional authority requested for working capital needs at exit and post-emergence	<u>\$2,000</u>
11	<b>Total</b>	<b>\$4,252</b>
12	Additional authority requested for exit financing	\$11,925
13	<b>Total (Including exit financing request)</b>	<b>\$16,177</b>

# EXHIBIT 2.5

## NOTEHOLDER RSA

**Exhibit A**  
**Noteholder RSA**

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## RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, together with all exhibits and schedules attached hereto or incorporated herein, this “**Agreement**”) dated January 22, 2020 is made among:

- (a) PG&E Corporation and Pacific Gas and Electric Company, as debtors and debtors in possession (collectively, the “**Company**” or the “**Debtors**”);
- (b) (i) the undersigned investment managers or investment advisors on behalf of the funds and accounts managed or advised by them and/or (ii) the undersigned funds and accounts that in each case hold Utility Senior Note Claims (as defined in the Term Sheet) issued by Pacific Gas and Electric Company (the “**Consenting Noteholders**”); and
- (c) certain funds and accounts managed or advised by Abrams Capital Management, L.P. and certain funds and accounts managed or advised by Knighthood Capital Management, LLC (collectively, the “**Shareholder Proponents**”).

Each of the Debtors, the Consenting Noteholders, and the Shareholder Proponents, and any subsequent person or entity that becomes a party hereto in accordance with the terms hereof are referred to herein collectively as the “**Parties**” and each individually as a “**Party**.” Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan (as defined herein) or in the plan modifications term sheet attached hereto as **Exhibit A** (the “**Term Sheet**”).

### RECITALS

**WHEREAS**, on January 29, 2019, the Debtors commenced voluntary cases (the “**Chapter 11 Cases**”) under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”);

**WHEREAS**, on February 12, 2019, the United States Trustee appointed the Official Committee of Unsecured Creditors;

**WHEREAS**, on February 15, 2019, the United States Trustee appointed the Official Committee of Tort Claimants (the “**TCC**”);

**WHEREAS**, on September 9, 2019, the Debtors filed the *Debtors’ Joint Chapter 11 Plan of Reorganization*, as subsequently amended on September 23, 2019, and November 4, 2019 [ECF Nos. 3841, 3966, 4563];

**WHEREAS**, on October 17, 2019, the TCC and the Ad Hoc Committee of Senior Unsecured Noteholders of Pacific Gas and Electric Company (the “**Ad Hoc Committee**”) filed and proposed the *Joint Chapter 11 Plan of Reorganization of Official Committee of Tort Claimants and Ad Hoc Committee of Senior Unsecured Noteholders* [ECF No. 4257] (including any amended

or modified version thereof or any other chapter 11 plan proposed by the Ad Hoc Committee, the “**Alternative Plan**”);

**WHEREAS**, on December 12, 2019, the Debtors, together with the Shareholder Proponents as plan co-proponents, filed and proposed the *Debtors’ and Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization dated December 12, 2019*, as amended, to incorporate the terms of the settlement and plan treatment set forth in the Tort Claimants RSA (as defined herein) [ECF No. 5101] (the “**Plan**”);

**WHEREAS**, on December 31, 2019, the Ad Hoc Committee filed a motion to reconsider the RSA Orders (as defined herein) [ECF No. 5241] (the “**Reconsideration Motion**”);

**WHEREAS**, on January 3, 2020, the Debtors filed an amended motion seeking approval of the Debtors’ entry into exit financing commitment letters [ECF No. 5267], which supplemented a motion seeking substantially the same relief filed on October 23, 2019 [ECF No. 4446] (together, the “**Exit Financing Motion**”);

**WHEREAS**, the Parties have engaged in good faith, arm’s length negotiations and agreed to amend the Plan in accordance with the terms and conditions set forth in this Agreement and with the modifications set forth in the Term Sheet (as so amended and modified, the “**Amended Plan**”) and to file a related disclosure statement (the “**Disclosure Statement**”);

**WHEREAS**, in light of the aforementioned agreement, the Parties have agreed to, among other things, and as applicable to each Party, (i) support the Amended Plan, (ii) withdraw the Alternative Plan, (iii) suspend the Reconsideration Motion, (iv) withdraw all discovery issued in connection with the Exit Financing Motion and support the granting of all relief requested in the Exit Financing Motion, and (v) withdraw all briefing with respect to the Subrogation Claim impairment issues; and

**WHEREAS**, the Parties desire to express to each other their mutual support and commitment in respect of this Agreement and the Amended Plan.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

**1. Certain Definitions.** As used in this Agreement, the following terms have the following meanings:

(a) “**Ad Hoc Committee Members**” means the members of the Ad Hoc Committee as identified in the *Second Amended Verified Statement of Ad Hoc Committee of Senior Unsecured Noteholders Pursuant to Bankruptcy Rule 2019* filed on October 21, 2019 [ECF No. 4369].

(b) **“Agreement Effective Date”** means the date on which counterpart signature pages to this Agreement shall have been executed and delivered by (i) the Debtors, (ii) the Shareholder Proponents, and (iii) all holders of Utility Senior Note Claims that executed the AHC Commitment Letter (or any subsequent commitment executed in connection with the Alternative Plan or any proposed modified Alternative Plan) or the funds and accounts managed or advised by such signatories that hold any Claims against or Interests in the Debtors.

(c) **“AHC Commitment Letter”** means that certain commitment letter dated October 3, 2019 executed in connection with the Alternative Plan filed by the Ad Hoc Committee on October 17, 2019.

(d) **“Bankruptcy OII”** means Investigation 19-09-016 pending before the CPUC.

(e) **“Claim”** has the meaning set forth in section 101(5) of the Bankruptcy Code.

(f) **“CPUC”** means the California Public Utilities Commission.

(g) **“Credit Rating Agencies”** refers to Standard & Poor’s, Moody’s, and Fitch Group and any other person or entity that assigns ratings to bonds or equity interests.

(h) **“Definitive Documents”** means the documents (including any related agreements, instruments, schedules, or exhibits) that are necessary or desirable to implement, or otherwise relate to this Agreement, the Amended Plan (including any plan supplements), the Disclosure Statement, any order approving the Disclosure Statement, and any order confirming the Amended Plan, in each case on terms and conditions consistent with the Amended Plan.

(i) **“Expense Reimbursement Cap”** means an amount not to exceed \$36 million.

(j) **“Effective Date”** means the date upon which all of the conditions to the effectiveness of the Amended Plan have been satisfied or waived in accordance with its terms.

(k) **“Public Entities Plan Support Agreement”** means the Plan Support Agreements as to treatment of certain claims held by the Public Entities, each dated June 18, 2019, by and among the Debtors and the Public Entities.

(l) **“Qualified Marketmaker”** means an entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Claims against the Debtors (or enter with customers into long and short positions in Claims against the Debtors), in its capacity as a dealer or market maker in Claims against the Debtors and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

(m) **“Requisite Consenting Noteholders”** means (i) Consenting Noteholders (but in no event less than three Consenting Noteholders) holding at least 50.1% in principal amount of Utility Senior Note Claims held by Consenting Noteholders that are Ad Hoc Committee

Members, (ii) with respect to any waiver, modification, amendment or supplement adversely affecting the economic treatment of the class of Utility Impaired Senior Note Claims or Utility Short-Term Senior Note Claims, the Consenting Noteholders holding at least 50.1% in principal amount of the applicable Claims in such class, and (iii) with respect to any waiver, modification, amendment or supplement adversely affecting the economic treatment of the class of Utility Funded Debt Claims, the Consenting Noteholders holding at least 50.1% in principal amount of Utility Funded Debt Claims held by all Consenting Noteholders.

(n) **“RSA Approval Order”** means the order, in form and substance reasonably acceptable to each of the Debtors, the Shareholder Proponents, and the Requisite Consenting Noteholders, approving this Agreement and the Parties’ entry into this Agreement, which shall be entered by the Bankruptcy Court no later than the RSA Deadline.

(o) **“RSA Deadline”** means February 20, 2020, which date may be amended or extended by agreement of the Debtors, the Shareholder Proponents, and the Requisite Consenting Noteholders.

(p) **“RSA Orders”** means the orders entered by the Bankruptcy Court on December 19, 2019, approving the Tort Claimants RSA and the Subrogation Claims RSA [ECF Nos. 5173, 5174].

(q) **“Support Period”** means the period commencing on the Agreement Effective Date and ending on the earlier of the (i) date on which this Agreement is terminated in accordance with Section 5 hereof and (ii) the Effective Date of the Amended Plan.

(r) **“Underwriting Fee”** means an amount equal to \$63 million.

## **2. Agreements of the Consenting Noteholders.**

(a) Affirmative Covenants. Subject to the terms and conditions hereof, for the duration of the Support Period, each Consenting Noteholder, severally and not jointly, and each of its respective controlled affiliates (but specifically excluding portfolio companies that do not hold any Claims against or Interests in the Debtors), employees, its investment managers or investment advisors, shall, and shall direct their respective agents including without limited to its attorneys, advisors, lobbyists, political consultants and media relations consultants (in their capacities as such) to:

(i) upon entry of the RSA Approval Order, immediately withdraw any participation in and support for the Alternative Plan, and not engage in and oppose all efforts and procedures to in any way pursue, support or solicit acceptances by any creditor of, and seek confirmation, consummation or implementation of any plan other than the Amended Plan, including, without limitation, by means of offering or proposing, directly or indirectly, to finance any plan of reorganization for the Debtors (other than the Amended Plan or as expressly authorized in writing by any Plan Proponent), and in furtherance of the foregoing, the Consenting Noteholders shall (A) after the Agreement Effective Date, direct counsel for the Ad Hoc Committee to file a notice of withdrawal of the Alternative Plan within one (1) business day of the entry of the RSA Approval Order, (B) promptly after the Agreement Effective Date, direct their counsel and direct (which direction shall



not include the provision of an indemnity by any Consenting Noteholder) each Utility Senior Note Indenture Trustee (with respect to each series of notes where the Consenting Noteholders hold the requisite amount of notes to issue such direction (and promptly after such later date when the Consenting Noteholders hold the requisite amount of notes to issue such direction to the extent not the case as of the Agreement Effective Date) and each Consenting Noteholder by executing this Agreement will be deemed to have provided such direction) to request that the Bankruptcy Court hold in abeyance any decision on the make-whole issues during the Support Period, provided, that such direction to a Utility Senior Note Indenture Trustee shall not be required in the event that such Utility Senior Note Indenture Trustee agrees in writing to take such action, and (C) promptly after the Agreement Effective Date, direct their counsel and direct (which direction shall not include the provision of an indemnity by any Consenting Noteholder) each Utility Senior Note Indenture Trustee (with respect to each series of notes where the Consenting Noteholders hold the requisite amount of notes to issue such direction (and promptly after such later date when the Consenting Noteholders hold the requisite amount of notes to issue such direction to the extent not the case as of the Agreement Effective Date) and each Consenting Noteholder by executing this Agreement will be deemed to have provided such direction) to consent to deferral of the entry of a final order on the Bankruptcy Court's decision on the post-petition interest issues to the entry of the Confirmation Order provided, that such direction to a Utility Senior Note Indenture Trustee shall not be required in the event that such Utility Senior Note Indenture Trustee agrees in writing to take such action;

(ii) immediately direct counsel for the Ad Hoc Committee to suspend the Reconsideration Motion for the duration of the Support Period, and oppose any and all efforts and procedures to terminate, vacate or modify the Tort Claimants RSA, the Subrogation Claims RSA, or the Public Entities Plan Support Agreements, and withdraw the Reconsideration Motion with prejudice upon the occurrence of the Effective Date;

(iii) immediately withdraw all discovery issued in connection with the Exit Financing Motion, file a statement (in form and substance reasonably satisfactory to the Debtors) supporting the granting of all relief requested in the Exit Financing Motion and oppose any and all efforts and procedures to object to or undermine or delay approval of the relief sought by the Exit Financing Motion;

(iv) immediately file motion(s) for leave to withdraw all filings submitted in any proceeding before the CPUC involving the Debtors and cease participation in any proceeding before the CPUC involving the Debtors, other than observing as a party in interest, and diligently prosecute such motion(s);

(v) subject to the receipt by such Consenting Noteholder of the Disclosure Statement, as approved by the Bankruptcy Court as having adequate information in accordance with section 1125 of the Bankruptcy Code, and other solicitation materials in respect of the Amended Plan, vote or cause to be voted all of its Claims against and Interests in the Debtors to accept the Amended Plan by delivering duly executed and completed ballots accepting the Amended Plan on a timely basis within ten (10) business days of the commencement of the solicitation of the Amended Plan (or, in the case of voting

through an intermediary, directing such intermediary to return such executed and completed ballots within such timeframe); provided that such vote shall be immediately revoked by each Consenting Noteholder and deemed *void ab initio* upon termination of this Agreement in accordance with the terms hereof by the Requisite Consenting Noteholders, before the consummation of the Amended Plan;

(vi) (A) refrain from filing any claim for substantial contribution pursuant to section 503 of the Bankruptcy Code or otherwise in the Chapter 11 Cases (a “**Substantial Contribution Claim**”), unless a bar date that requires the filing of such Substantial Contribution Claim during the Support Period is established by the Bankruptcy Court, (B) refrain from prosecuting any Substantial Contribution Claim during the Support Period if such Substantial Contribution Claim has been filed, and (C) waive any Substantial Contribution Claim effective upon the occurrence of the Effective Date;

(vii) upon execution of this Agreement or execution of any Joinder Agreement (as herein defined), and promptly upon written request by the Debtors, disclose to the Debtors (on a confidential basis) such Consenting Noteholder’s holdings of Utility Senior Notes (separated by aggregate Utility Impaired Senior Note Claims, Utility Reinstated Senior Note Claims, and Utility Short-Term Senior Note Claims) and Utility Funded Debt Claims; and

(viii) act in good faith and take (and cause its agents, representatives and employees to take) all actions as may be requested by the Debtors or the Shareholder Proponents that are reasonably necessary or appropriate and all actions required by the Bankruptcy Court to support and achieve confirmation of the Amended Plan and consummation of all transactions and implementation steps provided for or contemplated in this Agreement and the Amended Plan.

(b) Negative Covenants. Subject to the terms and conditions hereof, for the duration of the Support Period, each Consenting Noteholder, severally and not jointly, and each of its controlled affiliates (but specifically excluding portfolio companies that do not hold any Claims against or Interests in the Debtors), employees and its investment managers or investment advisors shall not, and shall direct their respective agents including without limitation their attorneys, advisors, lobbyists, political consultants and media relations consultants (in their capacities as such) to not:

(i) object to, delay, impede, or take any other action to interfere with approval of the Disclosure Statement, the solicitation of votes to accept the Amended Plan, confirmation, or implementation of the Amended Plan;

(ii) directly or indirectly (A) solicit approval or acceptance of, encourage, propose, file, support, participate in the formulation of or vote for, any restructuring, sale of assets, merger, workout, or plan of reorganization for the Debtors other than the Amended Plan, including, without limitation, the Alternative Plan or any other plan of reorganization, and (B) propose or provide financing for any restructuring, sale of assets, merger, workout, or plan of reorganization for the Debtors (other than as expressly authorized in writing by any Plan Proponent);

(iii) change or withdraw (or cause to be changed or withdrawn) any vote cast pursuant to Section 2(a)(v) above;

(iv) submit or file any pleading in the Chapter 11 Cases or any proceeding before the CPUC or FERC involving the Debtors unless such submission or filing has been previously authorized in writing by counsel to the Debtors and counsel to the Shareholder Proponents, other than a filing required by a Consenting Noteholder to enforce its rights (A) under this Agreement, and (B) with respect to the liquidation and/or allowance of a General Unsecured Claim or Fire Victim Claim in the Chapter 11 Cases;

(v) file, publish, circulate or otherwise distribute any pleading or make, issue, publish, or communicate any critical, disparaging, derogatory, defamatory, or negative statement to anyone relating to the Debtors, a Shareholder Proponent (only with respect to a Shareholder Proponent in the context of the Debtors and their affairs), this Agreement, the Amended Plan, the Alternative Plan, the Tort Claimants RSA, the Subrogation Claims RSA, the Public Entities Plan Support Agreements and the Exit Financing Motion without prior written authorization from counsel to the Debtors and counsel to the Shareholder Proponents;

(vi) between the Agreement Effective Date and the entry of the RSA Approval Order, prosecute, advance, or further an Alternative Plan in any manner or pursue any action in furtherance or support of the Alternative Plan or any other restructuring, sale of assets, merger, workout or plan of reorganization for the Debtors (other than as expressly authorized in writing by any Plan Proponent); or

(vii) otherwise take any action that could reasonably be expected to or would interfere with, delay, impede, or postpone the solicitation of acceptances, confirmation, consummation, or implementation of the Amended Plan or the transactions contemplated in the Amended Plan and this Agreement.

(c) Transfers. During the Support Period, each Consenting Noteholder and each Shareholder Proponent agrees, solely with respect to itself, that such Consenting Noteholder and such Shareholder Proponent shall not sell, transfer, loan, issue, pledge, hypothecate, assign, or otherwise dispose of (each, a “**Transfer**”), directly or indirectly, in whole or in part, any of its Claims, unless the transferee thereof either (i) is a Consenting Noteholder or (ii) before or substantially contemporaneously with such Transfer, agrees in writing for the benefit of the Parties to become a Consenting Noteholder and to be bound by all of the terms of this Agreement applicable to Consenting Noteholders, by executing a joinder agreement substantially in the form attached hereto as **Exhibit B** (a “**Joinder Agreement**”), and delivering an executed copy thereof within three (3) business days after such execution to (1) Weil, Gotshal & Manges LLP, counsel to the Debtors, (2) Jones Day, counsel to the Shareholder Proponents and (3) Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee, in which event (x) the transferee shall be deemed to be a Consenting Noteholder to the extent of such transferred rights and obligations and (y) the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of such transferred rights and obligations. Notwithstanding anything contained herein to the contrary, during the Support Period, a Consenting Noteholder may Transfer any or all of its Claims without complying with the procedures set forth herein to

any entity that, as of the date of Transfer, controls, is controlled by or is under common control with such Consenting Noteholder; provided that the transferee shall be deemed to be a Consenting Noteholder and bound by all of the terms of this Agreement applicable to Consenting Noteholders. Each Consenting Noteholder agrees that any Transfer of any Claims that does not comply with the terms and procedures set forth herein shall be deemed void *ab initio*, and the Debtors shall have the right to enforce the voiding of such Transfer. This Agreement shall in no way be construed to preclude any Consenting Noteholder from acquiring additional Claims against the Debtors; provided, that, (i) any such additional Claims automatically shall be subject to all of the terms of this Agreement and (ii) each such Consenting Noteholder agrees that such additional Claims shall be subject to this Agreement. Notwithstanding this Section 2(c), any Consenting Noteholder may Transfer its Claims against the Debtors to an entity that is acting in its capacity as a Qualified Marketmaker without the requirement that such Qualified Marketmaker execute and deliver a Joinder Agreement in respect of such Claims against the Debtors; provided that, such Qualified Marketmaker subsequently Transfers such Claims against the Debtors within ten (10) Business Days of its acquisition of such Claims to a transferee that is or becomes (by executing and delivering a Joinder Agreement in accordance with this Section 2(c)) a Consenting Noteholder at the time of such Transfer and (ii) if such Qualified Marketmaker fails to comply with its obligations in this Section 2(c)(i), such Qualified Marketmaker shall be required to, and shall be deemed to be without further action, a Consenting Noteholder hereunder solely with respect to such Claims and shall be obligated to vote such Claims in favor of the Amended Plan; provided, that, the Qualified Marketmaker shall automatically, and without further notice or action, no longer be a Consenting Noteholder with respect to such Claims at such time that the transferee of such Claims becomes a Consenting Noteholder with respect to such Claims. To the extent any Consenting Noteholder is acting in its capacity as a Qualified Marketmaker, it may Transfer any Claims that it acquires from a holder of such Claims that is not a Consenting Noteholder without the requirement that the transferee be or become a Consenting Noteholder subject to the requirements of Section 2(c)(i) above. Notwithstanding anything to the contrary in this Agreement, the restrictions on Transfer in this Section 2(c) shall not apply to the grant of any liens or encumbrances on any Claims in favor of a broker-dealer holding custody of such Claims in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such Claims (which Transfer shall comply with the requirements of this Section 2(c)).

### **3. Agreements of the Debtors.**

(a) Affirmative Covenants. Subject to the terms and conditions hereof, for the duration of the Support Period, each of the Debtors shall and shall direct its attorneys, advisors and agents to:

(i) file a motion seeking approval of this Agreement (and provide counsel to the Ad Hoc Committee an opportunity to review such motion prior to filing) and entry of the RSA Approval Order not later than three (3) business days after the Agreement Effective Date and use commercially reasonable efforts to obtain entry of the RSA Approval Order, including requesting an order shortening time to hold a hearing on the motion seeking entry of the RSA Approval Order no later than February 5, 2020;

(ii) use commercially reasonable efforts to file the Amended Plan with the Bankruptcy Court no later than February 1, 2020;

(iii) use commercially reasonable efforts to obtain confirmation of the Amended Plan as soon as reasonably practicable in accordance with the Bankruptcy Code and the Bankruptcy Rules and on terms consistent with this Agreement;

(iv) use their best efforts, which shall not require the Debtors to pay any consideration, breach any obligations, or otherwise violate the terms of any Backstop Commitment Letter, to cause various Backstop Parties to transfer (whether by assignment, participation, or otherwise) to Consenting Noteholders that were parties to the AHC Commitment Letter and any Consenting Noteholders that were offered the opportunity to participate in any subsequent commitment in connection with the Alternative Plan, their rights (subject to Section 7 hereof) (including the right to receive fees thereunder) and obligations under applicable Backstop Commitment Letters relating to up to \$2 billion of commitments;

(v) so long as this Agreement has not been terminated, on the Effective Date, the Debtors shall pay each Consenting Noteholder that holds Utility Impaired Senior Notes and has executed this Agreement prior to the entry of the RSA Approval Order and remains a party to this Agreement as of the Effective Date, its pro rata share of the Underwriting Fee;

(vi) so long as this Agreement has not been terminated, on the Effective Date, the Debtors shall pay each Consenting Noteholder that has incurred professional fees as a member of the Ad Hoc Committee, the lesser of (A) the amount of professional fees and expenses it has incurred as a member of the Ad Hoc Committee or (B) its pro rata share of the Expense Reimbursement Cap based upon the amount of professional fees actually paid by such Consenting Noteholder as of the Effective Date; and

(vii) do all things reasonably necessary and appropriate in furtherance of confirming the Amended Plan and the transactions contemplated thereby in accordance with, and within the time frames contemplated by, this Agreement, in each case to the extent consistent with, upon the advice of counsel, the fiduciary duties of the board of directors or managers (or comparable governing body), members, or partners, as applicable, of the Debtors; provided that the Debtors shall not be obligated to agree to any modification of any document that is inconsistent with the Amended Plan.

(b) Negative Covenants. Subject to the terms and conditions hereof, for the duration of the Support Period, each of the Debtors shall not and shall direct its attorneys, advisors and agents not to, directly or indirectly:

(i) propose, pursue, or support any other plan or confirmation order that does not incorporate the treatment for the Utility Senior Note Claims that is set forth in the Term Sheet;

(ii) propose, support, solicit, encourage, or participate in any chapter 11 plan or settlement of the Utility Senior Note Claims other than as set forth herein;

(iii) request that the Bankruptcy Court reinstate the Debtors' exclusive periods to file and solicit a plan of reorganization, provided that nothing herein shall



preclude the Debtors from further extending their exclusive periods as to any plan with respect to which the Debtors are a proponent (but excluding a reinstatement of the exclusive periods with respect to the Ad Hoc Committee);

(iv) directly or indirectly, take any actions, or fail to take any actions, where such taking or failing to take actions would be, in either case, (A) inconsistent with this Agreement or (B) otherwise inconsistent with, or reasonably expected to prevent, interfere with, delay or impede the implementation or consummation of, the Amended Plan;

(v) file, publish, circulate or otherwise distribute any pleading or make, issue, publish, or communicate any critical, disparaging, derogatory, defamatory, or negative statement to anyone relating to this Agreement, the Amended Plan or any Consenting Noteholder (only with respect to a Consenting Noteholder in the context of the Debtors and their affairs) without prior written authorization from counsel to the Ad Hoc Committee; or

(vi) directly or indirectly, encourage any entity to undertake any action prohibited by this Section 3(b).

(c) Acknowledgement. The Debtors hereby acknowledge and agree that upon entry of the RSA Approval Order, the AHC Commitment Letter will be deemed terminated in its entirety and as to all parties thereto.

#### **4. Agreements of the Shareholder Proponents.**

(a) Affirmative Covenants. Subject to the terms and conditions hereof, for the duration of the Support Period, each Shareholder Proponent, severally and not jointly, shall and shall direct each of its attorneys, advisors and agents to:

(i) use commercially reasonable efforts to assist the Debtors in filing the Amended Plan;

(ii) use commercially reasonable efforts to assist the Debtors in obtaining confirmation of the Amended Plan as soon as reasonably practicable in accordance with the Bankruptcy Code and the Bankruptcy Rules and on terms consistent with this Agreement; and

(iii) subject to the receipt by such Shareholder Proponent of the Disclosure Statement, as approved by the Bankruptcy Court as having adequate information in accordance with section 1125 of the Bankruptcy Code, and other solicitation materials in respect of the Amended Plan, vote or cause to be voted all of its Claims and Interests against the Debtors to accept the Amended Plan by delivering its duly executed and completed ballots accepting the Amended Plan on a timely basis; provided that such vote shall be immediately revoked by such Shareholder Proponent and deemed *void ab initio* upon termination of this Agreement in accordance with the terms hereof by the Shareholder Proponents, before the consummation of the Amended Plan.

(b) Negative Covenants. Subject to the terms and conditions hereof, for the duration of the Support Period, each Shareholder Proponent, severally and not jointly, shall not and shall direct each of its attorneys, advisors and agents not to, directly or indirectly:

(i) propose, pursue, or support any other plan or confirmation order that does not incorporate the treatment for the Utility Senior Note Claims that is set forth in the Term Sheet;

(ii) propose, support, solicit, encourage, or participate in any chapter 11 plan or settlement of the Utility Senior Note Claims other than as set forth herein;

(iii) change or withdraw (or cause to be changed or withdrawn) any vote cast pursuant to Section 4(a)(iii) above;

(iv) request that the Bankruptcy Court reinstate the Debtors' exclusive periods to file and solicit a plan of reorganization;

(v) directly or indirectly, take any actions, or fail to take any actions, where such taking or failing to take actions would be, in either case, (A) inconsistent with this Agreement or (B) otherwise inconsistent with the Shareholder Proponents' obligations contained in this Agreement, or reasonably expected to prevent, interfere with, delay or impede the implementation or consummation of, the Amended Plan; or

(vi) file, publish, circulate or otherwise distribute any pleading or make, issue, publish, or communicate any critical, disparaging, derogatory, defamatory, or negative statement to anyone relating to the this Agreement, the Amended Plan or a Consenting Noteholder (only with respect to a Consenting Noteholder in the context of the Debtors and their affairs) without prior written authorization from counsel to the Ad Hoc Committee; or

(vii) directly or indirectly, encourage any entity to undertake any action prohibited by this Section 4(b).

## **5. Termination.**

(a) Automatic Termination. This Agreement will terminate automatically if the Effective Date of the Amended Plan does not occur on or prior to (i) September 30, 2020 or (ii) such later outside date approved by the Bankruptcy Court but in no event later than December 31, 2020.

(b) Creditor Termination Events. The Requisite Consenting Noteholders may terminate this Agreement upon delivery of written notice to the Debtors and the Shareholder Proponents at any time after the occurrence of or during the continuation of any of the following events (each, a "**Creditor Termination Event**"):

(i) the breach by the Debtors or the Shareholder Proponents of any of their material obligations, representations, warranties, or covenants set forth in this Agreement;

(ii) the treatment of any Utility Senior Note Claim or Utility Funded Debt Claim in the Amended Plan is, or is modified to be, inconsistent in any material respect (it being acknowledged that any change to the interest rate, maturity or security with respect to the New Utility Funded Debt Exchange Notes, the New Utility Long-Term Notes or the New Utility Short-Term Notes, the payment of the Underwriting Fee and the Expense Reimbursement Cap, and the payment of other reasonable fees and expenses to the extent provided in this Agreement or the Term Sheet shall be deemed material) with the terms of this Agreement and the Term Sheet;

(iii) Backstop Commitment Letters representing a majority of the Aggregate Backstop Commitment Amount outstanding at the applicable time are terminated;

(iv) the Confirmation Order is not entered on or before June 30, 2020;

(v) the issuance of a preliminary or permanent injunction by a court of competent jurisdiction (including, without limitation, an order of the Bankruptcy Court which has not been stayed) declaring the Amended Plan or any material portion thereof (in each case, to the extent it relates to the terms hereof) to be unenforceable or otherwise restricting the consummation of any such material portion of the Amended Plan, and such ruling, judgment, or order has not been stayed, reversed, or vacated, within fifteen (15) calendar days after issuance;

(vi) a final and non-appealable order has been entered in the Bankruptcy OII that rejects the Amended Plan;

(vii) the Debtors fail to achieve an investment grade rating on the New Utility Funded Debt Exchange Notes, the New Utility Long-Term Notes, the New Utility Short-Term Notes and the notes related to the Utility Reinstated Senior Note Claims from at least one of Standard & Poor's or Moody's, on the Effective Date;

(viii) the Bankruptcy Court has entered a final and non-appealable order authorizing a sale of the Debtors' gas and electric assets to the State of California or its designee;

(ix) the CPUC has revoked or terminated the Utility's Certificate of Public Convenience and Necessity;

(x) a trustee under section 1104 of the Bankruptcy Code or an examiner with expanded powers shall have been appointed in the Chapter 11 Cases; or

(xi) an order for relief under chapter 7 of the Bankruptcy Code shall have been entered in the Chapter 11 Cases, or the Chapter 11 Cases shall have been dismissed, in each case by order of the Bankruptcy Court.

Notwithstanding the foregoing, if the asserted Creditor Termination Event is curable and arises under Section 5(b)(iii), the Debtors shall have thirty (30) days from the receipt of such written notice of termination from the Requisite Consenting Noteholders specifying such Creditor



Termination Event to cure such purported Creditor Termination Event, and if the asserted Creditor Termination Event is curable and arises under any other provision of Section 5(b), the Debtors and the Shareholder Proponents shall have ten (10) days from the receipt of such written notice of termination from the Requisite Consenting Noteholders specifying such purported default and Creditor Termination Event to cure such purported Creditor Termination Event and, in each case, no termination of this Agreement shall be effective unless and until the expiration of the applicable period without such purported default and Creditor Termination Event being waived or cured.

(c) Plan Proponent Termination. The Debtors or the Shareholder Proponents may terminate this Agreement, in each case, upon delivery of written notice to the Requisite Consenting Noteholders and counsel to the Ad Hoc Committee upon (each, a “**Proponent Termination Event**”):

(i) the material breach by any Consenting Noteholder then party to this Agreement of any of their undertakings, obligations, representations, warranties, or covenants set forth in this Agreement (it is acknowledged that a breach of the provisions in Sections 2, 7, 8(b), 8(c), 8(d), and 8(f) shall be deemed to be material); provided, that, except as provided in Section 5(c)(ii) below, any such termination by reason of this Section 5(c)(i) shall be only with respect to the applicable breaching Consenting Noteholder(s) and this Agreement shall remain in full force and effect as to the other Parties hereto as of such time;

(ii) the material breach by any Consenting Noteholder that executed the AHC Commitment Letter of any of their undertakings, obligations, representations, warranties, or covenants set forth in this Agreement (it is acknowledged that a breach of the provisions in Sections 2, 7, 8(b), 8(c), 8(d), and 8(f) shall be deemed to be material);

(iii) in the event that the Consenting Noteholders do not hold, in the aggregate, more than (A) 66.7% of the aggregate principal amount of Utility Impaired Senior Note Claims and (B) 66.7% of the aggregate principal amount of Utility Short-Term Senior Note Claims, in each case, by 5:00 p.m. Pacific time on January 28, 2020;

(iv) the issuance, promulgation, or enactment by any governmental entity, including any regulatory or licensing authority or court of competent jurisdiction (including, without limitation, an order of the Bankruptcy Court which has not been stayed), of any statute, regulation, ruling or order declaring the Amended Plan or any material portion thereof (in each case, to the extent it relates to the terms hereof) to be unenforceable or enjoining or otherwise restricting the consummation of any such material portion of the Amended Plan, and such ruling, judgment, or order has not been stayed, reversed, or vacated, within fifteen (15) calendar days after issuance;

(v) a trustee under section 1104 of the Bankruptcy Code or an examiner with expanded powers shall have been appointed in the Chapter 11 Cases; or

(vi) an order for relief under chapter 7 of the Bankruptcy Code shall have been entered in the Chapter 11 Cases, or the Chapter 11 Cases shall have been dismissed, in each case by order of the Bankruptcy Court.

Notwithstanding the foregoing, if the asserted Proponent Termination event is curable, other than the Proponent Termination Event in Section 5(c)(iii), the Consenting Noteholder(s) shall have ten (10) days from the receipt of any such written notice of termination from the Debtors or the Shareholder Proponents specifying such purported default and Proponent Termination Event to cure such purported default and Proponent Termination Event under this section and no termination of this Agreement shall be effective unless and until the expiration of such ten (10) day period without such purported default and Proponent Termination Event being waived or cured.

(d) Termination Generally.

(i) No Party may terminate this Agreement based on an event caused by such Party's own failure to perform or comply in all material respects with the terms and conditions of this Agreement (unless such failure to perform or comply arises as a result of another Party's actions or inactions).

(ii) Upon termination of this Agreement in accordance with this Section 5 (except for a termination as to an individual Consenting Noteholder pursuant to Section 5(c)(i)), all Parties shall be released from any prospective commitments, undertakings, and agreements under or related to this Agreement other than obligations under this Agreement which by their terms expressly survive termination.

(iii) Termination of this Agreement does not relieve any party from liability for its breach of this Agreement prior to such termination.

**6. Definitive Documents; Good Faith Cooperation; Further Assurances.**

Each Party hereby covenants and agrees to cooperate with each other in good faith in connection with, and shall exercise commercially reasonable efforts with respect to, the pursuit, approval, implementation, and consummation of the transactions contemplated by this Agreement and the Amended Plan as well as the negotiation, drafting, execution, and delivery of the Definitive Documents. Furthermore, subject to the terms hereof, each of the Parties shall take such action as may be reasonably necessary or reasonably requested by the other Parties to carry out the purposes and intent of this Agreement, and shall refrain from taking any action that would frustrate the purposes and intent of this Agreement. The Debtors and the Shareholder Proponents will provide Akin Gump Strauss Hauer & Feld LLP, counsel to the Ad Hoc Committee, with advance drafts of the Amended Plan, or any subsequent amendment or modification that modifies or amends the treatment of any Utility Senior Notes. For the avoidance of doubt, nothing herein shall require any Consenting Noteholder to provide any documentation or information to any regulatory or self-regulatory body having jurisdiction over the Debtors or such Consenting Noteholder other than information that is already included in this Agreement or is otherwise in the public domain.

**7. Backstop Commitment Letters.**

If a Consenting Noteholder or its affiliate that was not a Backstop Party on or before January 10, 2020, becomes a Backstop Party (whether by assignment, participation, or otherwise) (such party a "**Subsequent Noteholder Backstop Party**"), then such Subsequent Noteholder Backstop Party agrees that its Backstop Commitment Letter shall provide that:

(a) all references to the Plan (as such term is defined in the Backstop Commitment Letter) shall be modified to refer to the Amended Plan;

(b) in the case of any termination right or condition that may only be asserted upon action of holders of at least a majority of the Backstop Commitments, such Subsequent Noteholder Backstop Party may only assert such termination right or condition if Backstop Parties, other than Subsequent Noteholder Backstop Parties, having Backstop Commitments representing at least a majority of the Backstop Commitments (without regard to Backstop Commitment Amounts for all Subsequent Noteholder Backstop Parties) also exercise such termination right;

(c) in the case of any waiver, amendment or consent request, such Subsequent Noteholder Backstop Party shall be deemed to have granted such waiver, amendment or consent with respect to all Backstop Commitments held by it if Backstop Parties, other than Subsequent Noteholder Backstop Parties, having Backstop Commitments representing at least (1) for purposes of Sections 11(a)(i) and 11(b) of the applicable Backstop Commitment Letter, a majority, (2) for purposes of Sections 11(a)(ii) and 11(c) of the applicable Backstop Commitment Letter, 60%, and (3) for purposes of Section 5(s) of the applicable Backstop Commitment Letter, 66 2/3%, in each case of the Backstop Commitments (without regard to Backstop Commitment Amounts for all Subsequent Noteholder Backstop Parties) grant such waiver, amendment or consent request; provided, that, such provisions will not apply to amendments, waivers or terminations within the provisions of Sections 11(a)(i)(A), 11(a)(i)(B), or 11(a)(i)(D) of the applicable Backstop Commitment Letter;

(d) except as provided in Section 7(e) below, in the case of any termination right that may be exercised individually, such Subsequent Noteholder Backstop Party may not exercise such termination right with respect to any Backstop Commitment held by it unless Backstop Parties, other than Subsequent Noteholder Backstop Parties, holding at least 50% of the other Backstop Commitments (without regard to Backstop Commitment Amounts for all Subsequent Noteholder Backstop Parties) also exercise such termination right; and

(e) notwithstanding anything to the contrary in the Backstop Commitment Letter or this Agreement, such Subsequent Noteholder Backstop Party may terminate any Backstop Commitment held by it in the event that this Agreement is terminated with respect to such Subsequent Backstop Party or all Consenting Noteholders for any reason;

provided that in each case of (b), (c) and (d) no such termination or consent right, waiver, amendment or modification shall have a disproportionate effect on Subsequent Noteholder Backstop Parties (in their capacity as Backstop Parties) as compared to other Backstop Parties.

## **8. Mutual Representations and Warranties.**

Each of the Parties, severally and not jointly, represents and warrants to each other Party that the following statements are true, correct, and complete as of the date hereof (or, if later, the date that such Party first became or becomes a Party) but, solely with respect to the Debtors, subject to any limitations or approvals arising from, or required by, the commencement of the Chapter 11 Cases:

(a) it is validly existing and in good standing under the laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement or as may be required for disclosure by the SEC, no material consent or approval of, or any registration or filing with, any governmental authority or regulatory body is required for it to carry out and perform its obligations under this Agreement and the Amended Plan;

(c) it has all requisite organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its obligations under, this Agreement and the Amended Plan;

(d) the execution and delivery by it of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary organizational action on its part;

(e) it has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement; and

(f) the execution, delivery, and performance by such Party of this Agreement does not and will not (i) violate any provision of law, rule, or regulation applicable to it or any of its subsidiaries or its charter or bylaws (or other similar governing documents) or those of any of its subsidiaries, (ii) conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default under any material debt for borrowed money to which it or any of its subsidiaries is a party, or (iii) violate any order, writ, injunction, decree, statute, rule, or regulation.

**9. Amendments.** Except as otherwise expressly set forth herein, this Agreement (including any exhibits or schedules hereto and thereto) may not be waived, modified, amended, or supplemented except in a writing signed by the Debtors, the Shareholder Proponents, and the Requisite Consenting Noteholders, provided, that any modification, amendment, or change to the definition of "Requisite Consenting Noteholders" shall require the written consent of each Consenting Noteholder (which may be given by its attorney). In the event that a materially adversely affected Consenting Noteholder does not consent to a waiver, change, modification, or amendment to this Agreement requiring the consent of such Consenting Noteholder ("**Non-Consenting Noteholders**"), but such waiver, change, modification, or amendment receives the consent of the Requisite Consenting Noteholders, this Agreement shall be deemed to have been terminated only as to such Non-Consenting Noteholder, and this Agreement shall continue in full force and effect in respect to all other Consenting Noteholder. Notwithstanding the foregoing, the Debtors may amend, modify, or supplement the Amended Plan from time to time without the consent of any Consenting Noteholder to cure any ambiguity, defect (including any technical defect), or inconsistency, provided, that any such amendments, modifications, or supplements do not materially adversely affect the rights, interests, or treatment of the Consenting Noteholders under this Agreement or the Amended Plan (it being acknowledged that any change to the interest

rate, maturity or security with respect to the New Utility Funded Debt Exchange Notes, the New Utility Long-Term Notes or the New Utility Short-Term Notes shall be deemed material).

**10. Governing Law; Jurisdiction; Waiver of Jury Trial.**

(a) This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of California and applicable federal law, without giving effect to the conflicts of law principles thereof.

(b) Each Party irrevocably agrees that any legal action, suit or proceeding arising out of or relating to this Agreement brought by any party or its successors or assigns shall be brought and determined in the Bankruptcy Court and each Party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court and, if the Bankruptcy Court does not have (or abstains from) jurisdiction, Courts of the State of California and of the United States District Court of the Northern District of California, and any appellate court from any thereof, for itself and with respect to its property, generally and unconditionally, with regard to any such proceeding arising out of or relating to this Agreement. Each Party further agrees that notice as provided herein shall constitute sufficient service of process and the Parties further waive any argument that such service is insufficient. Each Party hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any proceeding arising out of or relating to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the Bankruptcy Court as described herein for any reason, (ii) that it or its property is exempt or immune from jurisdiction of such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (iii) that (A) the proceeding in such court is brought in an inconvenient forum, (B) the venue of such proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such court.

(c) **EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.**

**11. Specific Performance/Remedies.** The Parties understand and agree that money damages would be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (including attorneys' fees and costs) as a remedy of any such breach, without the necessity of proving the inadequacy of money damages as a remedy. Each Party hereby waives any requirement for the security or posting of any bond in connection with such remedies.



**12. Survival.** Notwithstanding the termination of this Agreement pursuant to Section 5 hereof, Sections 10-22 shall survive such termination and shall continue in full force and effect in accordance with the terms hereof; provided that any liability of a Party for failure to comply with the terms of this Agreement shall survive such termination.

**13. Headings.** The headings of the sections, paragraphs, and subsections of this Agreement are inserted for convenience only and shall not affect the interpretation hereof or, for any purpose, be deemed a part of this Agreement.

**14. Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors, permitted assigns, heirs, executors, administrators, and representatives; provided that nothing contained in this Section 14 shall be deemed to permit Transfers of the Claims, or any Claims other than in accordance with the express terms of this Agreement.

**15. Several, Not Joint, Obligations.** The agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

**16. Relationship Among Parties.** Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary hereof. No Party shall have any responsibility for any trading by any other entity by virtue of this Agreement. No prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this understanding and agreement. The Parties, other than the Shareholder Proponents, have no agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Debtors and do not constitute a “group” within the meaning of Rule 13d-5 under the Securities Act, as amended.

**17. Prior Negotiations; Entire Agreement.** This Agreement, including the exhibits and schedules hereto (including the Term Sheet), constitutes the entire agreement of the Parties, and supersedes all other prior negotiations, with respect to the subject matter hereof and thereof.

**18. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same agreement. Execution copies of this Agreement delivered by facsimile or PDF shall be deemed to be an original for the purposes of this paragraph.

**19. Notices.** All notices hereunder shall be deemed given if in writing and delivered, if contemporaneously sent by electronic mail, facsimile, courier or by registered or certified mail (return receipt requested) to the following addresses and facsimile numbers:

(a) If to the Debtors, to:

PG&E Corporation  
77 Beale Street  
San Francisco, CA 94105

Attention: Janet Loduca (j1lc@pge.com)

With a copy to:

Weil, Gotshal & Manges LLP 767 Fifth Avenue  
New York, NY 10153

Attention: Stephen Karotkin, Jessica Liou, and Matthew Goren  
(stephen.karotkin@weil.com, jessica.liou@weil.com, matthew.goren@weil.com)

- and -

Cravath, Swaine & Moore LLP 825 8th Avenue  
New York, NY 10019

Attention: Kevin Orsini and Paul Zumbro (korsini@cravath.com,  
pzumbro@cravath.com)

(b) If to the Shareholder Proponents:

Jones Day  
555 South Flower Street  
Fiftieth Floor  
Los Angeles, California  
Attn: Bruce Bennett and Joshua Mester  
(bbennett@jonesday.com, jmester@jonesday.com)

(c) If to a Consenting Noteholder, to the address listed on the signature page  
for such Consenting Noteholder.

With a copy to:

Akin Gump Strauss Hauer & Feld LLP  
One Bryan Park  
New York, New York  
Attention: Michael S. Stamer and David H. Botter  
(mstamer@akingump.com, dbotter@akingump.com)

Any notice given by delivery, mail, or courier shall be effective when received. Any notice given by facsimile or electronic mail shall be effective upon oral, machine, or electronic mail (as applicable) confirmation of transmission.

**20. No Solicitation; Adequate Information.** This Agreement is not and shall not be deemed to be a solicitation for consents to the Amended Plan. The votes of the holders of Claims against and Interests in the Debtors will not be solicited until such holders who are entitled to vote on the Amended Plan have received the Amended Plan, the Disclosure Statement, as approved by the Bankruptcy Court as having adequate information in accordance with section 1125 of the Bankruptcy Code, and related ballots, and other required solicitation materials. In addition, this Agreement does not constitute an offer to issue or sell securities to any person or

entity, or the solicitation of an offer to acquire or buy securities, in any jurisdiction where such offer or solicitation would be unlawful.

**21. Severability.** If any provision of this Agreement, or the application of any such provision to any person or entity or circumstance, shall be held invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision hereof and this Agreement shall continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Further, it is the intention of the parties that nothing in this Agreement shall obligate any party to make a filing with the Securities and Exchange Commission pursuant to Section 13 or Section 16 of the Securities Exchange Act of 1934, as amended. Upon any such determination of invalidity or a requirement to file, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

**22. Interpretation; Rules of Construction; Representation by Counsel.** When a reference is made in this Agreement to a Section, Exhibit, or Schedule, such reference shall be to a Section, Exhibit, or Schedule, respectively, of or attached to this Agreement unless otherwise indicated. Unless the context of this Agreement otherwise requires, (a) words using the singular or plural number also include the plural or singular number, respectively, (b) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement, (c) the words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation,” and (d) the word “or” shall not be exclusive and shall be read to mean “and/or.” The Parties agree that they have been represented by legal counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document shall be construed against the party drafting such agreement or document.

**23. Additional Consenting Noteholders.** Any holder of a Utility Senior Note Claim or Utility Funded Debt Claim may at any time become a party to this Agreement as a Consenting Noteholder (a “**Joining Party**”) by executing a Joinder Agreement, pursuant to which such Joining Party represents and warrants to the Debtors, the Shareholder Proponents, and the other Consenting Noteholders that it agrees to be bound by the terms of this Agreement as a Consenting Noteholder hereunder.

**24. Effectiveness.** Except as set forth in the immediately succeeding sentence, this Agreement shall be effective and binding on all Parties on the Agreement Effective Date. Upon the Agreement Effective Date and until the earlier of entry of the RSA Approval Order and the RSA Deadline, the Debtors, the Shareholder Proponents, and the Consenting Noteholders shall proceed in good faith to seek Bankruptcy Court approval of this Agreement and the Parties shall not, directly or indirectly, propose, file, support, solicit, encourage or participate in any chapter 11 plan or settlement of Utility Senior Note Claims other than as set forth herein. This Agreement shall be null and void, and of no further force or effect, if the RSA Approval Order is not entered by the RSA Deadline.

*[Signature pages follow.]*



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their respective duly authorized officers, solely in their respective capacities as officers of the undersigned and not in any other capacity, as of the date first set forth above.

**COMPANY**

**PG&E CORPORATION**

By:   
Name: Janet C. Loduca  
Title: Senior Vice President, General Counsel

**PACIFIC GAS AND ELECTRIC COMPANY**

By:   
Name: Janet C. Loduca  
Title: Senior Vice President, General Counsel

*[Signature Page for Restructuring Support Agreement]*

**CONSENTING NOTEHOLDER**

**AP KENT CREDIT MASTER FUND, L.P.**

By: AP Kent Management, LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**APOLLO ACCORD MASTER FUND III, L.P.**

By: Apollo Accord Management III, LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**APOLLO A-N CREDIT FUND (DELAWARE), L.P. OVERFLOW 2**

By: Apollo A-N Credit Management, LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**APOLLO A-N CREDIT FUND (DELAWARE), L.P.**

By: Apollo A-N Credit Management, LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**APOLLO ATLAS MASTER FUND, LLC**

By: Apollo Atlas Management, LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**APOLLO CENTRE STREET PARTNERSHIP, L.P.**

By: Apollo Centre Street Management, LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**APOLLO CREDIT MASTER FUND LTD.**

By: Apollo ST Fund Management LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**APOLLO CREDIT STRATEGIES MASTER FUND LTD.**

By: Apollo ST Fund Management LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**APOLLO CREDIT FUNDS ICAV**, an Umbrella Irish Collective Asset-Management Vehicle with Segregated Liability between its Sub-Funds, acting in respect of its Sub-Fund, **APOLLO HELIUS MULTI-CREDIT FUND I**

By: ACF Europe Management, LLC, its portfolio manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**APOLLO LINCOLN FIXED INCOME FUND, L.P.**

By: Apollo Lincoln Fixed Income Management, LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**APOLLO MOULTRIE CREDIT FUND, L.P.**

By: Apollo Moultrie Credit Fund Management, LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**APOLLO TACTICAL VALUE SPN INVESTMENTS, L.P.**

By: Apollo Tactical Value SPN Management, LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**APOLLO TR ENHANCED LEVERED YIELD LLC**

By: Apollo Total Return Enhanced Management LLC, its investment manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**APOLLO TR OPPORTUNISTIC LTD.**

By: Total Return Enhanced Management LLC, its manager

By: 

Name: Joseph D. Glatt

Title: Vice President

and By: Total Return Management LLC, its manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**ATHORA LUX INVEST S.C.S.p** in respect of its compartment,  
MULTI-CREDIT STRATEGY

By: Apollo Management International LLP, its portfolio manager

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**FRANKLIN ALTERNATIVE STRATEGIES FUND** in respect of its  
series FRANKLIN K2 ALTERNATIVE STRATEGIES FUND

By: Apollo Credit Management, LLC, its sub-advisor

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**FRANKLIN ALTERNATIVE STRATEGIES FUND** in respect of its series FRANKLIN  
K2 LONG SHORT CREDIT FUND

By: Apollo Credit Management, LLC, its sub-advisor

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**FRANKLIN TEMPLETON INVESTMENT FUNDS** in respect of its compartment,  
**FRANKLIN K2 ALTERNATIVE STRATEGIES FUND**

By: Apollo SA Management, LLC, its sub-advisor

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**FRANKLIN TEMPLETON INVESTMENT FUNDS** in respect of its compartment,  
**FRANKLIN K2 LONG SHORT CREDIT FUND**

By: Apollo SA Management, LLC, its sub-advisor

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**IVY APOLLO MULTI ASSET INCOME FUND**

By: Apollo Credit Management, LLC, its sub-advisor

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019



**IVY APOLLO STRATEGIC INCOME FUND**

By: Apollo Credit Management, LLC, its sub-advisor

By: 

Name: Joseph D. Glatt

Title: Vice President

Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**K2 APOLLO LIQUID CREDIT MASTER FUND LTD.**

By: Apollo Capital Management, L.P., its sub-advisor

By: Apollo Capital Management GP, LLC, its general partner

By: 

Name: Joseph D. Glatt

Title: Vice President

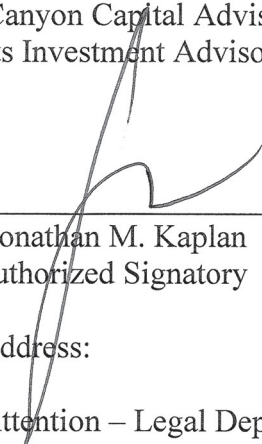
Notice

Address: 9 West 57<sup>th</sup> Street, 37<sup>th</sup> Floor, New York, NY 10019

**CONSENTING NOTEHOLDER**

Party: **CANYON-ASP FUND, L.P.**

By: Canyon Capital Advisors LLC,  
its Investment Advisor

By:   
Name: Jonathan M. Kaplan  
Title: Authorized Signatory

Notice Address:

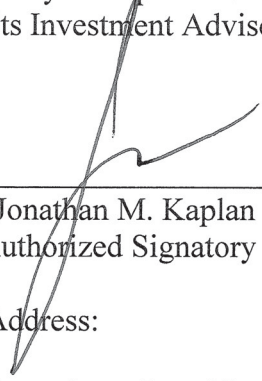
Attention – Legal Department  
2000 Avenue of the Stars, 11<sup>th</sup> FL  
Los Angeles, CA 90067

Email: [legal@canyonpartners.com](mailto:legal@canyonpartners.com)

**CONSENTING NOTEHOLDER**

Party: **CANYON BALANCED MASTER FUND, LTD.**

By: Canyon Capital Advisors LLC,  
its Investment Advisor

By:   
Name: Jonathan M. Kaplan  
Title: Authorized Signatory

Notice Address:

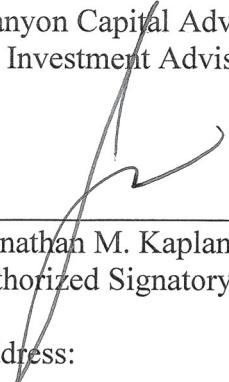
Attention – Legal Department  
2000 Avenue of the Stars, 11<sup>th</sup> FL  
Los Angeles, CA 90067

Email: [legal@canyonpartners.com](mailto:legal@canyonpartners.com)

**CONSENTING NOTEHOLDER**

Party: **CANYON DISTRESSED OPPORTUNITY MASTER FUND II, L.P.**

By: Canyon Capital Advisors LLC,  
its Investment Advisor

By:   
Name: Jonathan M. Kaplan  
Title: Authorized Signatory

Notice Address:

Attention – Legal Department  
2000 Avenue of the Stars, 11<sup>th</sup> FL  
Los Angeles, CA 90067

Email: [legal@canyonpartners.com](mailto:legal@canyonpartners.com)

**CONSENTING NOTEHOLDER**

Party: **CANYON DISTRESSED OPPORTUNITY MASTER FUND III, L.P.**

By: Canyon Capital Advisors LLC,  
its Investment Advisor

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

Name: Jonathan M. Kaplan

Title: Authorized Signatory

Notice Address:

Attention – Legal Department  
2000 Avenue of the Stars, 11<sup>th</sup> FL  
Los Angeles, CA 90067

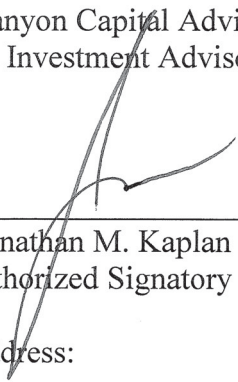
Email: [legal@canyonpartners.com](mailto:legal@canyonpartners.com)

[Signature Page to Restructuring Support Agreement]

**CONSENTING NOTEHOLDER**

Party: **CANYON DISTRESSED TX (A) LLC**

By: Canyon Capital Advisors LLC,  
its Investment Advisor

By:   
Name: Jonathan M. Kaplan  
Title: Authorized Signatory

Notice Address:

Attention – Legal Department  
2000 Avenue of the Stars, 11<sup>th</sup> FL  
Los Angeles, CA 90067

Email: [legal@canyonpartners.com](mailto:legal@canyonpartners.com)

**CONSENTING NOTEHOLDER**

Party: **THE CANYON VALUE REALIZATION MASTER FUND, L.P.**

By: Canyon Capital Advisors LLC,  
its Investment Advisor

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

Name: Jonathan M. Kaplan

Title: Authorized Signatory

Notice Address:

Attention – Legal Department  
2000 Avenue of the Stars, 11<sup>th</sup> FL  
Los Angeles, CA 90067

Email: legal@canyonpartners.com

[Signature Page to Restructuring Support Agreement]

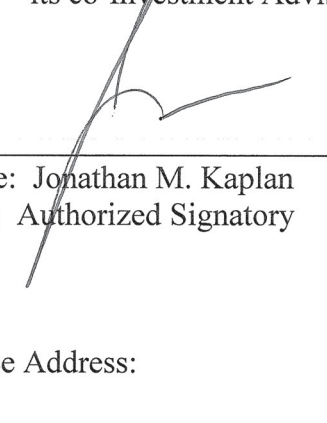
**CONSENTING NOTEHOLDER**

Party: **CANYON BLUE CREDIT INVESTMENT FUND L.P.**

By: Canyon Capital Advisors LLC,  
its co-Investment Advisor

By:   
Name: Jonathan M. Kaplan  
Title: Authorized Signatory

By: Canyon Partners Real Estate LLC,  
its co-Investment Advisor

By:   
Name: Jonathan M. Kaplan  
Title: Authorized Signatory

Notice Address:

Attention – Legal Department  
2000 Avenue of the Stars, 11<sup>th</sup> FL  
Los Angeles, CA 90067

Email: legal@canyonpartners.com



**CONSENTING NOTEHOLDER**

Party: **CANYON-EDOF (MASTER) L.P.**

By: Canyon Capital Advisors LLC,  
its Investment Advisor

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

Name: Jonathan M. Kaplan

Title: Authorized Signatory

Notice Address:

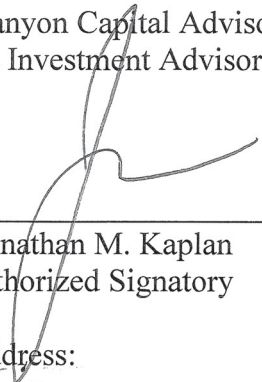
Attention – Legal Department  
2000 Avenue of the Stars, 11<sup>th</sup> FL  
Los Angeles, CA 90067

Email: [legal@canyonpartners.com](mailto:legal@canyonpartners.com)

**CONSENTING NOTEHOLDER**

Party: **CANYON-GRF MASTER FUND II, L.P.**

By: Canyon Capital Advisors LLC,  
its Investment Advisor

By:   
Name: Jonathan M. Kaplan  
Title: Authorized Signatory

Notice Address:

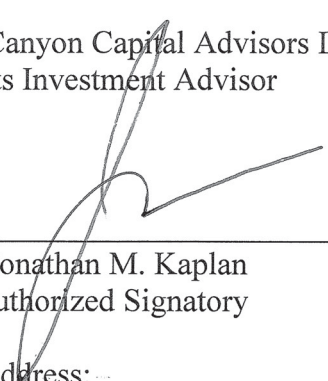
Attention – Legal Department  
2000 Avenue of the Stars, 11<sup>th</sup> FL  
Los Angeles, CA 90067

Email: [legal@canyonpartners.com](mailto:legal@canyonpartners.com)

**CONSENTING NOTEHOLDER**

Party: **CANYON NZ-DOF INVESTING, L.P.**

By: Canyon Capital Advisors LLC,  
its Investment Advisor

By:   
Name: Jonathan M. Kaplan  
Title: Authorized Signatory

Notice Address:

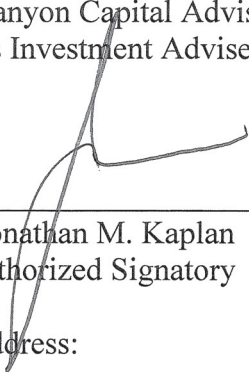
Attention – Legal Department  
2000 Avenue of the Stars, 11<sup>th</sup> FL  
Los Angeles, CA 90067

Email: [legal@canyonpartners.com](mailto:legal@canyonpartners.com)

**CONSENTING NOTEHOLDER**

Party: **EP CANYON LTD.**

By: Canyon Capital Advisors LLC,  
its Investment Adviser

By:   
Name: Jonathan M. Kaplan  
Title: Authorized Signatory

Notice Address:

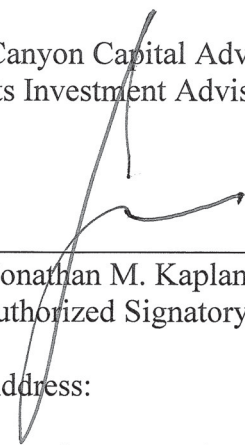
Attention – Legal Department  
2000 Avenue of the Stars, 11<sup>th</sup> FL  
Los Angeles, CA 90067

Email: [legal@canyonpartners.com](mailto:legal@canyonpartners.com)

**CONSENTING NOTEHOLDER**

Party: **CANYON VALUE REALIZATION MAC 18 LTD.**

By: Canyon Capital Advisors LLC,  
its Investment Advisor

By:   
Name: Jonathan M. Kaplan  
Title: Authorized Signatory

Notice Address:

Attention – Legal Department  
2000 Avenue of the Stars, 11<sup>th</sup> FL  
Los Angeles, CA 90067

Email: [legal@canyonpartners.com](mailto:legal@canyonpartners.com)

**CONSENTING NOTEHOLDER**

Party: **CANYON VALUE REALIZATION FUND, L.P.**

By: Canyon Capital Advisors LLC,  
its Investment Advisor

By: \_\_\_\_\_  
Name: Jonathan M. Kaplan  
Title: Authorized Signatory

Notice Address:

Attention – Legal Department  
2000 Avenue of the Stars, 11<sup>th</sup> FL  
Los Angeles, CA 90067

Email: legal@canyonpartners.com

## CONSENTING NOTEHOLDER

\* Please note that this signature page binds only the following fund managed by Capital Research and Management Company and not any other fund or account managed by Capital Research and Management Company or its affiliates unless and until such other fund or account executes and deliver a signature page thereto:

Party: AMERICAN BALANCED FUND  
AMERICAN FUNDS CORPORATE BOND FUND  
AMERICAN FUNDS GLOBAL BALANCED FUND  
AMERICAN FUNDS MULTI-SECTOR INCOME FUND  
AMERICAN FUNDS STRATEGIC BOND FUND  
AMERICAN FUNDS INSURANCE SERIES – ASSET ALLOCATION FUND  
AMERICAN FUNDS INSURANCE SERIES – BOND FUND  
AMERICAN FUNDS INSURANCE SERIES – CAPITAL INCOME BUILDER  
AMERICAN FUNDS INSURANCE SERIES – GLOBAL BALANCED FUND  
AMERICAN FUNDS INSURANCE SERIES – GLOBAL BOND FUND  
AMERICAN FUNDS INSURANCE SERIES – HIGH-INCOME BOND FUND  
AMERICAN HIGH-INCOME TRUST  
THE BOND FUND OF AMERICA  
CAPITAL GROUP CAPITAL INCOME BUILDER (CANADA)  
CAPITAL GROUP CAPITAL INCOME BUILDER (LUX)  
CAPITAL GROUP GLOBAL ALLOCATION FUND (LUX)  
CAPITAL GROUP GLOBAL BALANCED FUND (CANADA)  
CAPITAL GROUP WORLD BOND FUND (CANADA)  
CAPITAL GROUP PRIVATE CLIENT SERVICES FUNDS – CAPITAL GROUP  
CORE BOND FUND  
CAPITAL INCOME BUILDER  
CAPITAL WORLD BOND FUND  
THE INCOME FUND OF AMERICA  
INTERMEDIATE BOND FUND OF AMERICA

Capital Research and Management Company, for and on behalf of the above  
Consenting Noteholders

By:

Name: Kristine M. Nishiyama

Notice

Address: c/o Capital Research and Management Company,  
333 South Hope Street, 55<sup>th</sup> floor  
Los Angeles, CA 90071  
Attention: Casey Solomon and Kristine Nishiyama  
E-mail: [kkc@capgroup.com](mailto:kkc@capgroup.com) / [cazs@capgroup.com](mailto:cazs@capgroup.com) / [knn@capgroup.com](mailto:knn@capgroup.com)

[Signature Page to Restructuring Support Agreement]

**CONSENTING NOTEHOLDER**

Party: Citadel Equity Fund Ltd.

By: Citadel Advisors LLC, its portfolio manager

A handwritten signature in blue ink, appearing to read "Noah Goldberg", with a long horizontal flourish extending to the right.

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

Name: Noah Goldberg

Title: Authorized Signatory

Notice Address: Citadel, 601 Lexington Avenue, New York, New York, 10022, Attention: Legal

Contact: [noah.goldberg@citadel.com](mailto:noah.goldberg@citadel.com); [david.bernfeld@citadel.com](mailto:david.bernfeld@citadel.com); [jeff.psaki@citadel.com](mailto:jeff.psaki@citadel.com)



**CONSENTING NOTEHOLDER**

Party: Davidson Kempner Capital Management LP, on behalf of certain of its affiliated investment funds

By:



Name: Gabriel T. Schwartz

Notice

Address: 520 Madison Avenue, 30th Floor

New York, NY 10022

Attention: Kunal Shah, Louis Littman

Email: kshah@dkp.com, llittman@dkp.com, ttroyer@dkp.com

**CONSENTING NOTEHOLDER**

Party: Elliott Management Corporation

By:

Name: Elliot Greenberg

Title: Vice President

Notice

Address:

Elliott Management Corporation

40 West 57<sup>th</sup> Street

New York, New York 10019

Attn: Jeff Rosenbaum, Lee Grinberg, and Elliot Greenberg

Email: JRosenbaum@elliottmgmt.com LGrinberg@elliottmgmt.com

EGreenberg@elliottmgmt.com

[Signature Page to Restructuring Support Agreement]

**CONSENTING NOTEHOLDER**

Address/Telephone:

Farallon Capital Management, L.L.C.  
One Maritime Plaza, Suite 2100  
San Francisco, California 94111  
Attention: Raj Patel/Michael Linn  
Telephone: (415) 421-2132  
Facsimile: (415) 421-2133

**FARALLON CAPITAL PARTNERS, L.P.  
FARALLON CAPITAL INSTITUTIONAL  
PARTNERS, L.P.  
FARALLON CAPITAL INSTITUTIONAL  
PARTNERS II, L.P.  
FARALLON CAPITAL OFFSHORE  
INVESTORS II, L.P.  
FARALLON CAPITAL (AM)  
INVESTORS, L.P.  
FARALLON CAPITAL INSTITUTIONAL  
PARTNERS III, L.P.**

By: Farallon Partners, L.L.C.,  
their General Partner


By:   
\_\_\_\_\_, Managing Member  
Michael G. Linn  
Managing Member

Address/Telephone:

Farallon Capital Management, L.L.C.  
One Maritime Plaza, Suite 2100  
San Francisco, California 94111  
Attention: Raj Patel/Michael Linn  
Telephone: (415) 421-2132  
Facsimile: (415) 421-2133

**FOUR CROSSINGS INSTITUTIONAL  
PARTNERS V, L.P.**

By: Farallon Institutional (GP) V, L.L.C.,  
its General Partner

By:   
\_\_\_\_\_, Manager  
Michael G. Linn  
Managing Member

Address/Telephone:

Farallon Capital Management, L.L.C.  
One Maritime Plaza, Suite 2100  
San Francisco, California 94111  
Attention: Raj Patel/Michael Linn  
Telephone: (415) 421-2132  
Facsimile: (415) 421-2133

**FARALLON CAPITAL F5 MASTER I,  
L.P.**

By: Farallon F5 (GP), L.L.C.,  
its General Partner

By:   
\_\_\_\_\_, Manager  
Michael G. Linn  
Managing Member

[Signature Page to Restructuring Support Agreement]

**CONSENTING NOTEHOLDER**

Party: Oaktree Capital Management, L.P. solely on behalf of certain of its funds and accounts that hold Utility Senior Note Claims.

By: David E B

Name: David Brown  
Title: Managing Director

By: [Signature]

Name: Jordan Milkes  
Title: Senior Vice President

Notice 333 South Grand Avenue, 28<sup>th</sup> Floor  
Address: Los Angeles, CA 90071

**CONSENTING NOTEHOLDER**

Party:

CONSENTING HOLDERS FOR WHICH PACIFIC  
INVESTMENT MANAGEMENT COMPANY LLC  
ACTS AS INVESTMENT ADVISER OR  
MANAGER<sup>1</sup>

By: Pacific Investment Management Company LLC, as  
investment adviser or manager

By: T. Christian Stracke  
Name: T. Christian Stracke  
Title: Managing Director



Notice Information:

c/o Pacific Investment Management Company LLC  
650 Newport Center Drive  
Newport Beach, CA 92660  
Attention: Legal Counsel  
Telephone: (949) 720-6000  
Facsimile: (949) 720-1376  
Email: ControlGroup-NB@pimco.com

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<sup>1</sup> The obligations arising out of this instrument are several and not joint with respect to each participating Consenting Noteholder for which Pacific Investment Management Company LLC acts as investment adviser or manager, in accordance with its proportionate interest in the Claims held by all Consenting Noteholders, and the parties agree not to proceed against any Consenting Noteholder for the obligations of another. To the extent a Consenting Noteholder is a registered investment company ("Trust") or a series thereof, a copy of the Declaration of Trust of such Trust is on file with the Secretary of State of The Commonwealth of Massachusetts or Secretary of State of the State of Delaware. The obligations of or arising out of this instrument are not binding upon any of such Trust's trustees, officers, employees, agents or shareholders individually, but are binding solely upon the assets and property of the Trust in accordance with its proportionate interest in the Claims held by all Consenting Noteholders. If this instrument is executed by or on behalf of a Trust on behalf of one or more series of the Trust, the assets and liabilities of each series of the Trust are separate and distinct and the obligations of or arising out of this instrument are binding solely upon the assets or property of the series on whose behalf this instrument is executed. If this agreement is being executed on behalf of more than one series of a Trust, the obligations of each series hereunder shall be several and not joint, in accordance with its proportionate interest in the Claims held by all Consenting Noteholders, and the parties agree not to proceed against any series for the obligations of another.

[Signature Page to Restructuring Support Agreement]

**CONSENTING NOTEHOLDER**

Party:

Sculptor Master Fund, Ltd.

By: Sculptor Capital LP, its investment manager

By: Sculptor Capital Holding Corporation, its General Partner

By: Wayne Cohen

Name: Wayne Cohen

Title: President and Chief Operating Officer

Notice

Address: Sculptor Capital LP, 39<sup>th</sup> Floor

9 W 57th Street,

New York, NY 10019

Attention: Michael Barnett and Norman Greenberg

**CONSENTING NOTEHOLDER**

Party:

Sculptor Enhanced Master Fund, Ltd.

By: Sculptor Capital LP, its investment manager

By: Sculptor Capital Holding Corporation, its General Partner

By: Wayne Cohen

Name: Wayne Cohen

Title: President and Chief Operating Officer

Notice

Address: Sculptor Capital LP, 39<sup>th</sup> Floor

9 W 57th Street,

New York, NY 10019

Attention: Michael Barnett and Norman Greenberg

**CONSENTING NOTEHOLDER**

Party:

Sculptor Credit Opportunities Master Fund, Ltd.

By: Sculptor Capital LP, its investment manager

By: Sculptor Capital Holding Corporation, its General Partner

By: Wayne Cohen

Name: Wayne Cohen

Title: President and Chief Operating Officer

Notice

Address: Sculptor Capital LP, 39<sup>th</sup> Floor

9 W 57th Street,

New York, NY 10019

Attention: Michael Barnett and Norman Greenberg



**CONSENTING NOTEHOLDER**

Party:

Sculptor GC Opportunities Master Fund, Ltd.

By: Sculptor Capital LP, its investment manager

By: Sculptor Capital Holding Corporation, its General Partner

By: Wayne Cohen

Name: Wayne Cohen

Title: President and Chief Operating Officer

Notice

Address: Sculptor Capital LP, 39<sup>th</sup> Floor

9 W 57th Street,

New York, NY 10019

Attention: Michael Barnett and Norman Greenberg

**CONSENTING NOTEHOLDER**

Party:

Sculptor SC II, LP

By: Sculptor SC GP, LP, its General Partner

By: Sculptor SC GP, LLC, its General Partner

By: Sculptor Capital Advisors LP, its Sole Member

By: Sculptor Capital Holding Corporation, its General Partner

By: Wayne Cohen

Name: Wayne Cohen

Title: President and Chief Operating Officer

Notice

Address: Sculptor Capital LP, 39<sup>th</sup> Floor

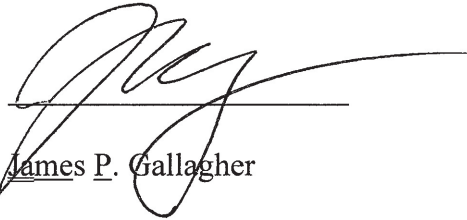
9 W 57th Street,

New York, NY 10019

Attention: Michael Barnett and Norman Greenberg

**CONSENTING NOTEHOLDER**

Party: Third Point LLC (Investment Manager)

By: 

Name: James P. Gallagher

**James P Gallagher**  
**CAO**

Notice

Address: 55 Hudson Yards, 49<sup>th</sup> Floor New York NY 10001 Attn: Operations

[Signature Page to Restructuring Support Agreement]

**CONSENTING NOTEHOLDER**

**PARTY:**

**VÄRDE PARTNERS, INC.,**

on behalf of certain affiliated private funds and investment vehicles

By:   
Name: Scott Hartman  
Title: Principal

Notice Address:

Värde Partners, Inc.  
Attn: Scott Hartman  
901 Marquette Avenue South  
Suite 3300  
Minneapolis, MN 55402

Email: [legalnotices@varde.com](mailto:legalnotices@varde.com); [shartman@varde.com](mailto:shartman@varde.com); [dma@varde.com](mailto:dma@varde.com)

*[Signature Page to Restructuring Support Agreement]*

**SHAREHOLDER PROPONENT**

Abrams Capital Management, L.P. on  
behalf of certain funds and accounts it  
manages or advises

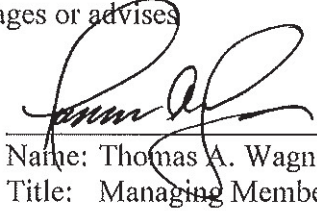
By: Abrams Capital Management LLC,  
its general partner

By:   
Name: David Abrams  
Title: Manager

**SHAREHOLDER PROPONENT**

Knighthood Capital Management, LLC  
on behalf of certain funds and accounts  
it manages or advises

By:



Name: Thomas A. Wagner  
Title: Managing Member

**EXHIBIT A**

**Summary of Terms Relevant to Treatment of  
Utility Senior Note Claims**

## EXHIBIT A

### PG&E Corporation and Pacific Gas and Electric Company

#### Summary of Terms Relevant to Treatment of Utility Senior Note Claims January 22, 2020

The following are the terms regarding the treatment of senior unsecured notes asserted against Pacific Gas and Electric Company (the “*Utility*” and collectively with PG&E Corporation “*HoldCo*”, the “*Debtors*”), to be incorporated into the joint plan of reorganization filed by the Debtors and the Shareholder Proponents on December 12, 2019 in the Debtors’ reorganization cases (the “*Chapter 11 Cases*”) under chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the Northern District of California (the “*Bankruptcy Court*”) pursuant to a Restructuring Support Agreement (the “*RSA*”) among the Debtors, the Consenting Noteholders, and the Shareholder Proponents (each a “*Party*” and collectively, the “*Parties*”).

This term sheet does not constitute (nor shall it be construed as) an offer with respect to any securities or a solicitation of acceptances or rejections for any plan of reorganization, it being understood that any such offer or solicitation shall be made only in compliance with section 1145 of the Bankruptcy Code and other applicable rules and laws.

All statements and information contained herein (1) are settlement communications, (2) are made without prejudice to any party’s legal position, (3) are subject to Federal Rule of Evidence 408, the mediation privileges, and any applicable bankruptcy or state law covering the same subject matter, (4) shall not constitute an admission of liability by any person or entity, and (5) are not discoverable or admissible for any purpose in any legal or administrative proceeding whatsoever.

\* \* \*



Article I - Definitions	<p><b>“General Unsecured Claim”</b> means any Claim, other than a DIP Facility Claim, Administrative Expense Claim, Professional Fee Claim, Priority Tax Claim, Other Secured Claim, Priority Non-Tax Claim, Funded Debt Claim, Workers’ Compensation Claim, 2001 Utility Exchange Claim, Fire Claim, Intercompany Claim, Utility Senior Note Claim, or Subordinated Debt Claim, that is not entitled to priority under the Bankruptcy Code or any Final Order. General Unsecured Claims shall include any (i) Prepetition Executed Settlement Claim and (ii) Claim for damages resulting from or otherwise based on the Debtors’ rejection of an executory contract or unexpired lease.</p> <p><b>“New Utility Funded Debt Exchange Notes”</b> means, collectively, (i) \$1,999 million in new senior secured notes issued by the Utility on the Effective Date that shall bear interest at the rate of 3.15%, mature on the 66 month anniversary of the Effective Date, and otherwise have the same terms and conditions of the Reference Short-Term Senior Note Documents; and (ii) \$1,999 million in new senior secured notes issued by the Utility on the Effective Date that shall bear interest at the rate of 4.50%, mature on the anniversary of the Effective Date in 2040, and otherwise have the same terms and conditions of the Reference Long-Term Senior Note Documents.</p> <p><b>“New Utility Long-Term Notes”</b> means, collectively, (i) \$3.1 billion in new senior secured notes issued by the Utility on the Effective Date that shall bear interest at the rate of 4.55%, mature on the anniversary of the Effective Date in 2030, and otherwise have the same terms and conditions of the Reference Long-Term Senior Note Documents; and (ii) \$3.1 billion in new senior secured notes issued by the Utility on the Effective Date that shall bear interest at the rate of 4.95%, mature on the anniversary of the Effective Date in 2050, and otherwise have the same terms and conditions of the Reference Long-Term Senior Note Documents.</p> <p><b>“New Utility Short-Term Notes”</b> means, collectively, (i) \$875 million in new senior secured notes issued by the Utility on the Effective Date that shall bear interest at the rate of 3.45%, mature on the anniversary of the Effective Date in 2025, and otherwise have the same terms and conditions as the Reference Short-term Senior Note Documents; and (ii) \$875 million in new senior secured notes issued by the Utility on the Effective Date that shall bear interest at the rate of 3.75%, mature on the anniversary of the Effective Date in 2028 and otherwise have substantially similar</p>
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	<p>terms and conditions as the Reference Short-Term Senior Notes Documents.</p> <p><b>“Reference Long-Term Senior Note Documents”</b> means the indenture governing the 3.95% Senior Notes due December 1, 2047, including all agreements, notes, instruments, and any other documents delivered pursuant thereto or in connection therewith (in each case, as amended, supplemented, restated, or otherwise modified from time to time solely with respect to the 3.95% Senior Notes due December 1, 2047).</p> <p><b>“Reference Short-Term Senior Note Documents”</b> means the indenture governing the 6.05% Senior Notes due March 1, 2034, including all agreements, notes, instruments, and any other documents delivered pursuant thereto or in connection therewith (in each case, as amended, supplemented, restated, or otherwise modified from time to time solely with respect to the 6.05% Senior Notes due March 1, 2034).</p> <p><b>“Utility Funded Debt Claim Interest and Charges Amount”</b> means the sum of (i) interest on the applicable Utility Funded Debt Claim Principal Amount that was accrued and unpaid prior to the Petition Date calculated using the applicable non-default contract rate, (ii) reasonable fees and charges and other obligations owed as of the Petition Date to the extent provided in the applicable Utility Funded Debt Document, (iii) reasonable attorneys’ fees and expenses of counsel to the agents and certain lenders under the Utility Revolver Documents and Utility Term Loan Documents and certain holders of claims under PC Bond LOC Documents solely to the extent provided in the applicable Utility Funded Debt Document, not to exceed \$7 million in the aggregate; and (iv) interest calculated using the Federal Judgment Rate on the sum of the applicable Utility Funded Debt Claim Principal Amount plus the amounts in clauses (i) and (ii) for the period commencing on the day after the Petition Date (or with respect to a Utility Funded Debt Claim based upon a PC Bond LOC Document, the later of the day after the Petition Date and the date on which such reimbursement obligation was actually paid) and ending on the Effective Date.</p> <p><b>“Utility Funded Debt Claim Principal Amount”</b> means the portion of an Utility Funded Debt Claim consisting of principal outstanding as of the Petition Date, or, with respect to claims under a PC Bond LOC Document, the reimbursement obligation, actually paid under such PC Bond LOC Document.</p>
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	<p><b>“Utility Funded Debt Documents”</b> means, collectively, the (i) Utility Revolver Documents, (ii) Utility Term Loan Documents, and (iii) PC Bond Documents.</p> <p><b>“Utility Impaired Senior Note Claims”</b> means any Claim arising under, or related to, the Utility Impaired Senior Note Documents.</p> <p><b>“Utility Impaired Senior Note Claim Interest Amount”</b> means the sum of (i) interest on the applicable Utility Impaired Senior Note Claim Principal Amount that was accrued and unpaid prior to the Petition Date calculated using the applicable non-default contract rate plus (ii) interest calculated using the Federal Judgment Rate on the sum of the applicable principal of an Utility Impaired Senior Note Claim plus the amount in clause (i) for the period commencing on the day after the Petition Date and ending on the Effective Date.</p> <p><b>“Utility Impaired Senior Note Claim Principal Amount”</b> means the portion of an Utility Impaired Senior Note Claim consisting of principal outstanding as of the Petition Date.</p> <p><b>“Utility Impaired Senior Note Documents”</b> means, collectively, the senior note indentures, between the Utility, as issuer, and the Utility Senior Notes Trustee, governing the 6.05% Senior Notes due March 1, 2034, the 5.8% Senior Notes due March 1, 2037, the 6.35% Senior Notes due February 15, 2038, the 6.25% Senior Notes due March 1, 2039, the 5.4% Senior Notes due January 15, 2040, and the 5.125% Senior Notes due November 15, 2043, including all agreements, notes, instruments, and any other documents delivered pursuant thereto or in connection therewith (in each case, as amended, supplemented, restated, or otherwise modified from time to time).</p> <p><b>“Utility Reinstated Senior Note Claims”</b> means any Claim arising under, or related to, the Utility Reinstated Senior Note Documents.</p> <p><b>“Utility Reinstated Senior Note Documents”</b> means, collectively, the senior note indentures, between the Utility, as issuer, and the Utility Senior Notes Trustee, governing all bonds issued by the Utility that will not have matured in accordance with their terms as of September 30, 2020 and are not Utility Impaired Senior Note Claims or Utility Short-Term Senior Note Claims, including all agreements, notes, instruments, and any other documents delivered pursuant thereto or in connection therewith</p>
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	<p>(in each case, as amended, supplemented, restated, or otherwise modified from time to time).</p> <p><b>“Utility Senior Note Claim”</b> means, collectively, Utility Impaired Senior Note Claims, Utility Reinstated Senior Note Claims, and Utility Short-Term Senior Note Claims.</p> <p><b>“Utility Short-Term Senior Note Claims”</b> means the sum of the (i) allowed principal amount outstanding as of the Petition Date plus (ii) accrued and unpaid interest calculated using the applicable non-default contract rate prior to the Petition Date plus (iii) interest calculated using the Federal Judgment Rate on the sum of the amount in clause (i) plus the amount in clause (ii) for the period commencing on the day after the Petition Date and ending on the Effective Date in respect of the Utility Short-Term Senior Note Documents.</p> <p><b>“Utility Short-Term Senior Note Documents”</b> means, collectively, the senior note indentures, between the Utility, as issuer, and the Utility Senior Notes Trustee, governing the 3.5% Senior Notes due October 1, 2020, the 4.25% Senior Notes due May 15, 2021, the 3.25% Senior Notes due September 15, 2021, and the 2.45% Senior Notes due August 15, 2022, including all agreements, notes, instruments, and any other documents delivered pursuant thereto or in connection therewith (in each case, as amended, supplemented, restated, or otherwise modified from time to time).</p> <p><b>“Utility Short-Term Senior Note Claim Interest Amount”</b> means the sum of (i) interest on the applicable Utility Short-Term Senior Note Claim Principal Amount that was accrued and unpaid prior to the Petition Date calculated using the applicable non-default contract rate plus (ii) interest calculated using the Federal Judgment Rate on the sum of the applicable principal of an Utility Short-Term Senior Note Claim plus the amount in clause (i) for the period commencing on the day after the Petition Date and ending on the Effective Date.</p> <p><b>“Utility Short-Term Senior Note Claim Principal Amount”</b> means the portion of an Utility Short-Term Senior Note Claim consisting of principal outstanding as of the Petition Date.</p>
Article III – Classification of Claims and Interests	<p><b><u>Class 3B-I – Utility Impaired Senior Note Claims</u></b></p> <p>(a) <u>Treatment</u>: On the Effective Date, holders of Utility Impaired Senior Note Claims shall receive Cash equal to their</p>

	<p>Utility Impaired Senior Note Claim Interest Amount and equal amounts of each issue of the New Utility Long-Term Notes that in the aggregate equal such holder's Utility Impaired Senior Note Claim Principal Amount.</p> <p>(b) <u>Impairment and Voting</u>: The Utility Impaired Senior Note Claims are Impaired, and holders of Utility Impaired Senior Note Claims are entitled to vote to accept or reject the Plan.</p> <p><b><u>Class 3B-II – Utility Reinstated Senior Note Claims</u></b></p> <p>(a) <u>Treatment</u>: On the Effective Date, each holder of a Utility Reinstated Senior Note Claim shall have such holder's Utility Reinstated Senior Note Claim Reinstated.<sup>1</sup></p> <p>(b) <u>Impairment and Voting</u>: The Utility Reinstated Senior Note Claims are Unimpaired, and holders of Utility Reinstated Senior Note Claims are presumed to have accepted the Plan.</p> <p><b><u>Class 3B-III – Utility Short-Term Senior Note Claims</u></b></p> <p>(a) <u>Treatment</u>: On the Effective Date, holders of Utility Short-Term Senior Note Claims shall receive Cash equal to their Utility Short-Term Senior Note Claim Interest Amount and equal amounts of each issue of New Utility Short-Term Notes in an aggregate amount equal to such holder's Utility Short-Term Senior Note Claim Principal Amount.</p> <p>(b) <u>Impairment and Voting</u>: The Utility Short-Term Senior Note Claims are Impaired, and holders of Utility Short-Term Senior Note Claims are entitled to vote to accept or reject the Plan.</p> <p><b><u>Class 3B-IV – Utility Funded Debt Claims</u></b></p> <p>(a) <u>Treatment</u>: On the Effective Date, holders of Utility Funded Debt Claims shall receive Cash equal to their Utility Funded Debt Claim Interest and Charges Amount and equal amounts of each issue of the New Utility Funded Debt Exchange Notes that in the aggregate equal such holder's Utility Funded Debt Claim Principal Amount. On the Effective Date, any Utility Letters of Credit outstanding shall be replaced, returned to the issuing Utility Revolver Lender, or collateralized with Cash or</p>
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<sup>1</sup> All obligations related to Utility Reinstated Senior Notes Documents shall be secured on the Effective Date pursuant to the equal and ratable clauses in the applicable indentures to the same extent and against the same collateral as granted to new indebtedness issued by the Utility pursuant to the Plan.

	<p>new letters of credit in accordance with the terms of the applicable Utility Letter of Credit and the Utility Revolver Documents.</p> <p>(b) <u>Impairment and Voting</u>: The Utility Funded Debt Claims are Impaired, and holders of Utility Funded Debt Claims are entitled to vote to accept or reject the Plan.</p>
<b>Additional Plan Modifications</b>	Other definitions or terms of the Plan may be further modified to reflect that Utility Impaired Senior Note Claims, Utility Reinstated Senior Note Claims, and Utility Short-Term Senior Note Claims will no longer be included in the definition of Utility Funded Debt Claims.
<b>Ranking</b>	The New Utility Funded Debt Exchange Notes, the New Utility Long-Term Notes, the New Utility Short-Term Notes, and the obligations under the Utility Reinstated Senior Notes Documents shall rank <i>pari passu</i> with any other note or bond indebtedness issued by the Utility in connection with the Effective Date and shall be subject to customary anti-layering covenants to be mutually agreed upon.

## **EXHIBIT B**

### **FORM OF JOINDER AGREEMENT**

This Joinder Agreement to the Agreement, dated as of [\_\_\_\_], 2020 (as amended, supplemented or otherwise modified from time to time, the “**Agreement**”), between PG&E Corporation (“**PG&E Corp.**”) and Pacific Gas and Electric Company (the “**Utility**”), as debtors and debtors in possession (collectively, the “**Company**” or the “**Debtors**”), the Consenting Noteholders, and the Shareholder Proponents, is executed and delivered by \_\_\_\_\_ (the “**Joining Party**”) as of \_\_\_\_\_, 2020. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Agreement.

1. **Agreement to Be Bound.** The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder Agreement as **Annex I** (as the same has been or may be hereafter amended, restated, or otherwise modified from time to time in accordance with the provisions hereof). The Joining Party shall hereafter be deemed to be a “Consenting Noteholder,” and “Party” for all purposes under the Agreement and with respect to any and all Claims held by such Joining Party.

2. **Representations and Warranties.** With respect to the aggregate principal amount of the Claims set forth below its name on the signature page hereto, the Joining Party hereby makes the representations and warranties of a Consenting Noteholder, as applicable, as set forth in Section 8 of the Agreement to each other Party to the Agreement.

3. **Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflict of law provisions which would require the application of the law of any other jurisdiction.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be executed as of the date first written above.

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name:  
Title:

Notice Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

Acknowledged:

**COMPANY**

By: \_\_\_\_\_  
Name:  
Title: