

## **EXHIBIT A**

### **PARTICIPATING EDU JOINDER**

This JOINDER AGREEMENT (“Joinder Agreement”), dated as of [DATE] is made by [JOINING EDU], a [STATE OF ORGANIZATION] [ENTITY TYPE] (the “Joining EDU”), and delivered to [NAME OF PROGRAM ADMINISTRATOR], in its capacity as Program Administrator (in such capacity and together with any successors in such capacity, the “Program Administrator”) under that certain Governance Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Governance Agreement”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Governance Agreement), dated as of [DATE] made by and among Pacific Gas and Electric Company, San Diego Gas & Electric Company, Southern California Edison Company, Los Angeles Department of Water & Power, Sacramento Municipal Utility District, and the other electric distribution utilities (“EDUs”) party thereto.

WHEREAS, the Joining EDU is an EDU operating in the State of California and desires to participate in the CFR Program developed and implemented by the EDUs that are parties to the Governance Agreement and, in order to participate in the CFR Program, the Joining EDU is required by the terms of the Governance Agreement and the LCFS Regulation to be joined as a party to the Governance Agreement as a Participating EDU; and

WHEREAS, this Joinder Agreement supplements the Governance Agreement and is delivered by the Joining EDU pursuant to Section 2.2 of the Governance Agreement; and

WHEREAS, the Joining EDU will materially benefit directly and indirectly from (i) the CFR Program and from the LCFS Base Credits made available and to be made available by CARB to the Joining EDU as a participant in the CFR Program and a Participating EDU under the Governance Agreement, and (ii) from the Program Administrator’s administration of the CFR Program on behalf of the Joining EDU and all Participating EDU; and

NOW THEREFORE, the Joining EDU hereby agrees as follows with the Program Administrator and each other Party to the Governance Agreement:

1. Joinder. The Joining EDU hereby irrevocably, absolutely and unconditionally becomes a party to the Governance Agreement as a Participating EDU, as a Party, and in each other capacity (e.g., POU, IOU, Northern EDU, Southern EDU, etc.) under the Governance Agreement that is applicable to the Joining EDU as a Participating EDU and Party thereunder, and agrees to be bound by all the terms, conditions, covenants, obligations, liabilities and undertakings applicable to any such Participating EDU or Party, or to which any such Participating EDU or Party is subject thereunder, all with the same force and effect as if the Joining EDU were an original signatory to the Governance Agreement. Without limiting the generality of the foregoing, (a) the Joining EDU hereby designates and authorizes the Program Administrator to act on its behalf as the Program Administrator under the Governance Agreement and under any Program Agreement, and authorizes the Program Administrator to take such actions on its behalf and to exercise such powers as are delegated to the Program Administrator by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto or as otherwise determined by the Steering Committee, in each case

in accordance with the terms and conditions of and for the time period set forth in the Governance Agreement, and (b) the Joining EDU, on its own behalf and on behalf of its Related Entities, does hereby irrevocably, unconditionally, voluntarily, knowingly, fully, finally, completely, and forever grant and make the Release and Covenant Not to Sue, and agrees to the indemnification and other obligations, set forth in ARTICLE 7 of the Governance Agreement with full knowledge and in full agreement with all of the terms, conditions and obligations set forth therein and without limiting the generality of the foregoing expressly acknowledges and agrees that it has been advised of, and does hereby specifically and expressly waive and release all rights under, the provisions of Section 1542 of the Civil Code of California, which provides as follows:

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

2. Affirmations. The Joining EDU hereby makes each of the representations and warranties and agrees to each of the covenants contained in the Governance Agreement that is made by any Participating EDU, Party, and in each other capacity under the Governance Agreement that is applicable to the Joining EDU as a Participating EDU and Party thereunder. The Joining EDU also represents and warrants to the Program Administrator and to each other Party that (a) it has the power and authority, and the legal right, to make, deliver and perform this Joinder Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Joinder Agreement, (b) no consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority or any other Person that has not been obtained, made or completed is required in connection with the execution, delivery and performance, validity or enforceability of this Joinder Agreement, (c) this Joinder Agreement has been duly and validly executed and delivered on behalf of the Joining EDU, (d) the execution, delivery and performance of this Agreement by such Joining EDU will not violate, conflict with, require consent under or result in any breach or default under (i) any of such Joining EDU's organizational, governing or charter documents, (ii) any applicable law, or (iii) with or without notice or lapse of time or both, the provisions of any material contract or agreement to which such Joining EDU is a party or to which any of its material assets are bound, and (e) this Joinder Agreement constitutes a legal, valid and binding obligation of the Joining EDU enforceable against such Joining EDU in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

3. Miscellaneous. ARTICLE 10 of the Governance Agreement is hereby incorporated into this Joinder Agreement by reference and shall be a part hereof, *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

[NAME OF JOINING EDU]

By \_\_\_\_\_

Name:

Title:

Contact Information for Notices:

If not already listed on Schedule 1.1 to the Governance Agreement, the Joining EDU hereby elects to be listed thereon as a [Northern EDU/Southern EDU] [**Pick one only**].

AGREED TO AND ACCEPTED:

[NAME OF PROGRAM ADMINISTRATOR][, as Program Administrator]

By \_\_\_\_\_

Name:

Title:

Contact Information for Notices: