

**SECOND AMENDMENT TO THE
CLEAN FUEL REWARD PROGRAM
GOVERNANCE AGREEMENT**

This Second Amendment (this “Amendment”) to the Clean Fuel Reward Program Governance Agreement, dated as of March 3, 2020, as amended by the First Amendment to the Clean Fuel Reward Program Governance Agreement, dated as of June 18, 2020 (the “Governance Agreement”), is made and entered into as of [•] [•], 2025 (the “Amendment 2 Effective Date”), by and among the undersigned Participating EDUs whose names appear on the signature pages hereto (the “Signing Participating EDUs”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Governance Agreement.

WHEREAS, the Signing Participating EDUs entered into the Agreement to set forth the terms and conditions to, among other related issues, establish and fund the CFR Program, per the direction of CARB, in an effort to accelerate the progress towards achieving the state and national clean energy and environmental policies through the execution of this Agreement in compliance with CARB’s directives, including but not limited to implementation of a sliding-scale incentive program based on the ZEV’s all-electric operating range and equity for all customers;

WHEREAS, on November 8, 2024 CARB adopted amendments to LCFS Regulation that redefined the CFR Program as “a statewide program established by EDUs to provide a reduction in price for new and/or used commercial medium- or heavy duty electric vehicles and for battery electric motorcycles in California.” The updated LCFS Regulation became effective on July 1, 2025.

WHEREAS, the Parties have determined that the Agreement requires various amendments to effectuate the amended LCFS Regulation and reflect the new focus on new and/or used commercial medium-or heavy duty ZEVs.

WHEREAS, CARB has approved the amendments to the Governance Agreement set forth herein; and

WHEREAS, the Signing Participating EDUs have agreed to modify and amend the Governance Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties executing this Amendment as Signing Participating EDUs, intending to be legally bound hereby and intending to bind all Participating EDUs in accordance with Section 10.7 of the Governance Agreement, hereby agree as follows:

**ARTICLE I
AMENDMENT OF GOVERNANCE AGREEMENT**

The Governance Agreement is hereby amended, effective as of the Amendment Date, as set forth in this Article I.

1.1. Amendments to the Recitals of the Governance Agreement

In the Preamble to the Agreement, the Second Recital is hereby amended and replaced in its entirety with the following:

WHEREAS, on September 27, 2018 and November 8, 2024, respectively, CARB adopted amendments to the LCFS Regulation mandating the development and implementation of a statewide, common-design, EDU-run program to reduce the price of purchased and leased light-duty, zero emission, plug-in electric and electric hybrid vehicles initially (2018), and then (2024) new and/or used commercial medium- or heavy duty zero emission electric vehicles and battery electric motorcycles (together, “**ZEVs**”) at the point of sale that is funded by EDUs’ LCFS Base Credit revenues that are assigned to the statewide program according to provisions in California Code of Regulations Title 13 sections 95481 and section 95483(c), and the Parties have agreed that the name for this program shall be the *Clean Fuel Reward Program* (“**CFR Program**”).

1.2. Amendments to Section 1.1 of the Governance Agreement.

(a) Delete Section 1.1 of the Governance Agreement in its entirety and replace it with Section 1.1 (Revised) set forth as Appendix C to this Amendment.

(b) Replacing “Large EDU Members” with “Principal EDU Members”. As of the Amendment 2 Effective Date, all references to “Large EDU Members” in the Governance Agreement shall be deemed to refer to “Principal EDU Members.”

(c) Replacing “Large EDUs” with “Principal EDUs”. As of the Amendment 2 Effective Date, all references to “Large EDUs” in the Governance Agreement shall be deemed to refer to “Principal EDUs.”

(d) Replacing “Small EDU Members” with “Supporting EDU Members”. As of the Amendment 2 Effective Date, all references to “Small EDU Members” in the Governance Agreement shall be deemed to refer to “Supporting EDU Members.”

1.3. Section 3.3(d)(iii) of the Governance Agreement is hereby amended and replaced in its entirety by the following:

(iii) approving the initial CFR rebate amount (“**Reward Amount**”) and approving any required adjustments thereto or in the method of payment of any Reward Amounts or in the eligibility criteria of any Reward Amount recipient as specified by the LCFS Regulation, in each case as recommended by the Program Administrator following CARB approval of the methodology for determining the Reward Amount and recipient eligibility;

1.4. Section 3.4(b) of the Governance Agreement is hereby amended and replaced in its entirety by the following:

(b) The purpose and role of the Advisory Committee will be to provide feedback to the Steering Committee on CFR Program performance and on market and industry trends and best practices to ensure a successful program. The Advisory Committee shall provide such information and feedback to the Steering Committee, and may make recommendations to the

Steering Committee on program implementation, in response to consumer and dealer feedback, on metrics needed to evaluate program effectiveness and on CFR Program or process improvement, as well as on the types of incentives the CFR Program should offer and recommendations on Reward Amounts. The Advisory Committee shall have no management, operational, or decision-making power or authority, or any other type of power or authority, with respect to the CFR Program and neither the Steering Committee nor the Program Administrator shall be required to implement or follow any recommendations made by the Advisory Committee.

1.5. Section 3.4(c) of the Governance Agreement is hereby amended to modify the minimum number of meetings required by Section 3.4(c) to be once a year, rather than twice a year, and Section 3.4(c) is replaced in its entirety by the following:

(c) The Advisory Committee and Steering Committee will meet or have conference calls or electronic meetings not less than once a year to share feedback on CFR Program performance. The Steering Committee shall inform the Advisory Committee, by way of written or electronic notice to all members of the Advisory Committee or at an in-person, telephonic or electronic meeting of the Advisory Committee, prior to effecting any adjustment to the Reward Amount.

1.6. Section 5.2 of the Governance Agreement is hereby amended to reflect that the Administrative Expenses for any calendar year may not exceed ten percent (10%) of the total aggregate contributions to the CFR Program, rather than the total budget, for such calendar year, and Section 5.2 is replaced in its entirety by the following:

5.2 Payment/Reimbursement of Administrative Expenses. The Program Administrator (unless it is a Third Party Program Administrator) upon approval by the Steering Committee is hereby authorized to (i) pay Administrative Expenses directly from Program Funds, and (ii) reimburse itself for any Administrative Expenses paid or incurred by the Program Administrator (or any of its Affiliates), in each case from Program Funds in the Program Funds Account or the Disbursement Account, as the case may be, and to transfer amounts from any Deposit Account into the Disbursement Account in order to make such payments and reimbursements, in each case in accordance with the provisions of ARTICLE 6, below and the Master Account Agreement; provided that the total amount of such payments and reimbursements of Administrative Expenses made by the Program Administrator in any calendar year following approval of the invoice therefor by the Steering Committee or CARB in accordance with the provisions of ARTICLE 6 shall in no event exceed five percent (5%) (as such percentage may be adjusted pursuant to the following provisions of this Section 5.2, the “**Percentage Target**”) of the total aggregate contributions to the CFR Program for such calendar year. The Program Administrator and the Steering Committee shall monitor the aggregate amount of payments and reimbursements of Administrative Expenses approved and made in each calendar year to ensure that aggregate Administrative Expenses payments and reimbursements made in such calendar year do not exceed the Percentage Target. Given that the Parties cannot predict with any degree of accuracy what the actual annual Administrative Expenses will be until the RFP/RFI processes have concluded and the Implementers have been engaged, upon the request of the Program Administrator, but subject to the prior submission to,

and approval by, CARB, following the process outlined in the LCFS Regulation, and the CPUC of a Tier 2 advice letter if still required in connection therewith by the provisions of ordering paragraph 6 or ordering paragraph 7 of CPUC Resolution E-5015, the Steering Committee is hereby authorized to increase (but not decrease) the Percentage Target from time to time to ensure that all Administrative Expenses incurred in each calendar year are authorized to be paid or reimbursed, as the case may be, in a timely fashion and when due. Notwithstanding the foregoing, the provisions of this Section 5.2 shall not apply to any Third Party Program Administrator, as the terms and conditions on which any Third Party Administrator may handle or administrator any Program Funds or Accounts shall be set forth in and governed by the applicable Program Agreement(s) entered into with such Third Party Program Administrator.

1.7. Section 5.3 of the Governance Agreement is hereby amended and replaced in its entirety by the following:

5.3 Start-Up Funding. To fund the initial start-up costs of the CFR Program, including the amounts necessary to pay all Administrative Expenses and all Reward Amount reimbursement payments to ZEV dealers and to fund the initial Reserve Amount during the start-up phase of the CFR Program, the Participating EDUs will contribute a total of Fifty Million Dollars (\$50,000,000) in initial EDU Contributions in the aggregate (assuming full participation by all eligible EDUs in the CFR Program). Each Participating EDU shall be required to fund the amount set forth opposite such Participating EDU's name on Appendix A hereto as its initial EDU Contribution (the "**Initial EDU Contributions**"). Following the establishment of the initial Account structure for the CFR Program in accordance with the provisions of Section 4.3 each Principal EDU shall be required to deposit the amount of its Initial EDU Contribution into its EDU Contribution Account (which shall be the applicable Program Funds Account, Collective Deposit Account or Individual Deposit Account designated for such Principal EDU in accordance with the instructions of the Program Administrator), no later than sixty (60) days following the date on which the Master Account Agreement is executed by the Program Administrator and the Financial Institution (the "**Initial Funding Date**"). In the event the Account structure includes an Individual Deposit Account for such Principal EDU, such Principal EDU shall also execute and deliver its Individual Deposit Agreement to the Financial Institution on or prior to the earlier to occur of the Initial Funding Date and the date on which it makes its Initial EDU Contribution. Each other Participating EDU besides the Principal EDUs shall be required (a) to deposit the amount of its Initial EDU Contribution into its EDU Contribution Account, which shall be the applicable Program Funds Account, Collective Deposit Account or Individual Deposit Account designated for such Participating EDU in accordance with the instructions of the Program Administrator, and (b) if such Program Administrator instructions provide that an Individual Deposit Account be established for such Participating EDU, such Participating EDU shall also execute and deliver its Individual Deposit Agreement to the Financial Institution, in each case for both clauses (a) and (b), no later than the dates identified in Appendix A for all Participating EDUs identified as Supporting EDUs; provided that if such other Participating EDU has not executed and delivered its Joinder to become a Party to this Agreement pursuant to Section 2.2 on or prior to its initial funding date as defined in Appendix A, then such Participating EDU shall have until the first anniversary of the date of its Joinder to deposit the amount of its Initial EDU Contribution into its EDU Contribution Account and, if applicable, to execute and deliver

its Individual Deposit Account Agreement to the Financial Institution unless other instructions are received from CARB and implemented by the Steering Committee.

1.8. The first paragraph of Section 5.4 of the Governance Agreement is hereby amended and replaced in its entirety by the following:

5.4 Periodic Funding Requirements. Each Participating EDU hereby covenants and agrees that, upon and following such Participating EDU's execution of this Agreement, in addition to making its required Initial EDU Contribution, it will also make additional aggregate EDU Contributions to its EDU Contribution Account during each calendar year in an amount equal to or greater than the applicable required percentage for such year of LCFS Credit Revenue generated by such Participating EDU during such calendar year as set forth in accordance with the currently effective LCFS Regulation (the "**Required Percentage**").

1.9. Section 5.4(a) of the Governance Agreement is hereby amended to add "if any" in the lines 2-3 referring to the obligation to identify and track all Earmarked Credits and in line 11-12 referring to Participating EDUs obligation to deposit its Required Percentage into the required account, and Section 5.4(b) is replaced in its entirety by the following:

(a) Other Participating EDUs' Periodic EDU Contributions. Each EDU that is not a Principal EDU shall be responsible for (i) identifying and tracking all Earmarked Credits, if any, deposited into its LCFS balancing account by CARB at any time on or after the Final CPUC Approval Date, and (ii) within sixty (60) days following such EDU's execution of this Agreement or a Joinder hereto, depositing into its EDU Contribution Account the Required Percentage of the LCFS Credit Revenue generated by such EDU from the sale of all such Earmarked Credits deposited into its LCFS balancing account by CARB at any time on or prior to the end of the calendar year immediately preceding the year during which such EDU becomes a Party to this Agreement, and each such EDU shall be required to sell all such deposited Earmarked Credits prior to such 60th day following such EDU's execution of this Agreement or a Joinder hereto. Each other Participating EDU besides the Principal EDUs will also deposit its Required Percentage, if any, of its respective LCFS Credit Revenue received in any calendar year commencing with the calendar year in which it becomes a Participating EDU into its respective EDU Contribution Account no less frequently than on an annual basis in arrears and in one or more transactions that shall occur no later than March 31st of the following year. All such Participating EDUs shall be required to sell all of the Earmarked Credits deposited by CARB into its LCFS balancing account during any calendar year in such calendar year. Notwithstanding the foregoing, the Steering Committee shall have the power and authority to waive or suspend the aforementioned timing requirements for when sales of Earmarked Credits held in the respective LCFS balancing accounts of the other Participating EDUs must take place should the Steering Committee determine that market conditions or other extenuating factors make such waiver or suspensions (which would apply as to all such other Participating EDUs) prudent, and the Steering Committee shall promptly notify all such Participating EDUs of any such waiver or suspension. The Steering Committee shall also have the power and authority to grant an extension of the aforementioned timing requirements to any Participating EDU, on an individual case-by-case basis, that has demonstrated to the satisfaction of the Steering Committee that it is utilizing all reasonable efforts to consummate the sale of its Earmarked Credits in a diligent and timely manner, but needs additional time to

complete all sales required in order to deposit its full Required Percentage of LCFS Credit Revenue.

1.10. Section 9.1 (c) of the Governance Agreement is hereby amended to read as follows:

LADWP Term. Notwithstanding the provisions of Section 9.1(a) above, the term of LADWP's participation as a Participating EDU under this Agreement shall commence on the Effective Date and terminate on the earlier to occur of (x) the tenth anniversary of the Effective Date unless, not less than ninety (90) days prior to such tenth anniversary, LADWP delivers written notice to the Program Administrator and the Steering Committee that LADWP elects not to terminate its participation as a Participating EDU under this Agreement on the date of such tenth anniversary, or (y) the date on which LADWP withdraws as a Party pursuant to the provisions of Section 9.2 below or is removed as a Party pursuant to the provisions of Section 9.3 below.

1.11. Schedule 10.14 of the Governance Agreement, entitled "PARTY NOTICE INFORMATION (INCLUDING, IF APPLICABLE, SUCH PARTY'S STEERING COMMITTEE MEMBER)" is hereby deleted and replaced in its entirety with the Schedule 10.14 attached to this Amendment.

1.1. Appendix A of the Governance Agreement entitled "CFR PROGRAM EDU CONTRIBUTION REQUIREMENTS" is hereby deleted and replaced in its entirety with the Appendix A attached to this Amendment.

1.2. Appendix B of the Governance Agreement entitled "PRELIMINARY DATA COLLECTION TEMPLATE" is hereby deleted and replaced in its entirety with the Appendix B attached to this Amendment.

ARTICLE II MISCELLANEOUS

2.1. Consent. By execution hereof, each Signing Participating EDU hereby irrevocably agrees to the modifications and amendments to the Governance Agreement set forth in this Amendment, which modifications and amendments shall take effect immediately as of the Amendment Date without any further approval or action on behalf of the Participating EDUs, the Steering Committee, or any other Person.

2.2. Reference to and Effect on the Governance Agreement. Except as specifically provided in this Amendment, the Governance Agreement (and each of the provisions thereof) shall remain in full force and effect. As of and following the Amendment 2 Effective Date, each reference in the Governance Agreement to "this Governance Agreement," "this Agreement," "hereunder," "hereof," or words of similar import shall, in each case and except as otherwise specifically stated therein, mean and be a reference to the Governance Agreement as amended hereby.

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

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, this Amendment has been duly executed on behalf of the Parties by their respective authorized officers (or respective designee) as of the Amendment Date.

Pacific Gas and Electric Company

By: David Almeida
Name: David Almeida
Title: Director, Clean Energy Transportation
Address for Notice:
300 Lakeside Drive
Oakland, CA 94612

Los Angeles Department of Water & Power

By: _____
Name: David W. Hanson
Title: Interim General Manager
Address for Notice:
111 North Hope Street - Room 921
Los Angeles, CA 90012

And: _____
Board Secretary

Southern California Edison Company

By: _____
Name: _____
Title: _____
Address for Notice:

Approved as to Legal Form and Content (optional)

By: _____
Name: _____
Title: _____

Approved as to Legal Form and Content (optional)

By: APPROVED AS TO FORM AND LEGALITY
HYDEE FEDLSTEIN SOTO, CITY ATTORNEY
Name: _____
Title: BY APRIL 10, 2026
VAUGHN MINASSIAN
DEPUTY CITY ATTORNEY

Approved as to Legal Form and Content (optional)

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Amendment has been duly executed on behalf of the Parties by their respective authorized officers (or respective designee) as of the Amendment Date.

Pacific Gas and Electric Company

By: _____
Name: _____
Title: _____
Address for Notice:

Approved as to Legal Form and Content (optional)

By: _____
Name: _____
Title: _____

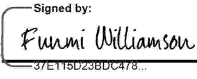
Los Angeles Department of Water & Power

By: _____
Name: _____
Title: _____
Address for Notice:

Approved as to Legal Form and Content (optional)

By: _____
Name: _____
Title: _____

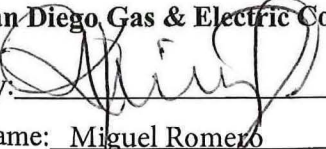
Southern California Edison Company

By:  _____
Name: Funmi Williamson
Title: Chief Customer Officer and SVP Customer Service
Address for Notice:

Approved as to Legal Form and Content (optional)

By: _____
Name: _____
Title: _____

San Diego Gas & Electric Company

By: 

Name: Miguel Romero

Title: SVP & Chief Commercial Officer

Address for Notice:

Sacramento Municipal Utility District

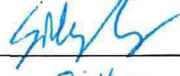
By: _____

Name: _____

Title: _____

Address for Notice:

Approved as to Legal Form and Content (optional)

By: 

Name: Si-Hung Choy

Title: Senior Counsel

Approved as to Legal Form and Content (optional)

By: _____

Name: _____

Title: _____

San Diego Gas & Electric Company

By: _____

Name: _____

Title: _____

Address for Notice:

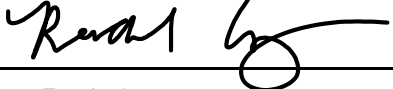
Approved as to Legal Form and Content (optional)

By: _____

Name: _____

Title: _____

Sacramento Municipal Utility District

By:  _____

Name: Rachel Huang

Title: Director, Distributed Energy
Solutions

Address for Notice:

6201 S Street, Sacramento, CA,
95817

Approved as to Legal Form and Content (optional)

By: _____

Name: _____

Title: _____

Northern EDU Representative

Northern California Power Agency

By: 

Name: Emily Lemei

Title: Customer Programs Manager

Address for Notice:

651 Commerce Drive

Roseville, CA 95678

Southern EDU Representative

City of Anaheim

By: _____

Name: _____

Title: _____

Address for Notice:

Approved as to Legal Form and Content (optional)

By: 

Name: Jane E. Luckhardt

Title: General Counsel

Approved as to Legal Form and Content (optional)

By: _____

Name: _____

Title: _____

Northern EDU Representative

Northern California Power Agency

By: _____

Name: _____

Title: _____

Address for Notice:

Approved as to Legal Form and Content (optional)

By: _____

Name: _____

Title: _____

Southern EDU Representative

City of ~~Anaheim~~ Burbank

By: 

Name: Drew Kidd

Title: Marketing Associate

Address for Notice:

164 W. Magnolia Blvd., Burbank, CA, 91502

Approved as to Legal Form and Content (optional)

By: _____

Name: _____

Title: _____

SCHEDULE 10.14

PARTY NOTICE INFORMATION

(INCLUDING, IF APPLICABLE, SUCH PARTY'S STEERING COMMITTEE MEMBER)

PG&E:

Pacific Gas & Electric Company
300 Lakeside Dr
Oakland, CA 94612
Attn: David Almeida, Director, Clean Energy Transportation
Email: david.almeida@pge.com

And to:

Pacific Gas & Electric Company
300 Lakeside Dr
Oakland, CA 94612
Attn: Benjamin Ellis, Senior Counsel
Email: ben.ellis@pge.com

PG&E Steering Committee Member: Allison Donnelly

SCE:

Southern California Edison
6042 Irwindale Avenue
Irwindale, CA 91702
Attn: Chanel Parson, Director, Clean Energy & Demand Response
Email: chanel.parson@sce.com

And to:

Southern California Edison
2244 Walnut Grove Avenue
Rosemead, CA 91770
Attn: Rebecca A. Meiers-De Pastino, Senior Attorney
Email: Rebecca.Meiers.DePastino@SCE.com

PA Representative: Lisa Arellanes
Contact Information:
Southern California Edison
eMobility – Customer Solutions
6042 Irwindale Avenue
Irwindale, CA 91702
Rosemead, CA 91770
Attn: Lisa Arellanes, Principal Manager, eMobility

E-mail: lisa.arellanes@sce.com

SCE Steering Committee Member: Chanel Parson

SDG&E:

San Diego Gas & Electric
8326 Century Park Court
San Diego, CA 92123
Attn: Alex Moffat, Director - Clean Transportation
Email: amoffat@sdge.com

And to:

San Diego Gas & Electric
8326 Century Park Court
San Diego, CA 92123
Attn: Si-Hung Choy, General Counsel - Commercial
Email: SChoy@sdge.com

SDG&E Steering Committee Member: Jen Taylor

LADWP:

Los Angeles Department of Water & Power
111 N. Hope Street
Los Angeles, CA 90012
Attn: Scott Moon, Electrical Engineer
Email: scott.moon@ladwp.com

With a copy to:

Vaughn Minassian, Deputy City Attorney
Office of the Los Angeles City Attorney, Water & Power Division
221 N Figueroa Street, Suite 1000
Los Angeles, CA 90012
E-mail: Vaughn.Minassian@ladwp.com

LADWP Steering Committee Member: Scott Moon

SMUD:

Sacramento Municipal Utility District
6201 S Street Mail Stop B305

Sacramento, CA 95817
Attn: Rachel Huang, Director, Distributed Energy Solutions

Email: Rachel.Huang@smud.org
With a copy to:

Sacramento Municipal Utility District
Office of General Counsel
6201 S Street, Mail Stop B406
Sacramento, CA 95817

SMUD Steering Committee Member: Rachel Huang

APPENDIX A

CFR PROGRAM EDU CONTRIBUTION REQUIREMENTS

Electric Distribution Utility (“EDU”)	CVRP % All EDUs	Initial EDU Contribution	Initial Contribution Date	EDU Category
Pacific Gas & Electric Company	39.78%	\$19,892,022	“Initial Funding Date”	Principal EDU
Southern California Edison	31.11%	\$15,553,039	“Initial Funding Date”	Principal EDU
San Diego Gas & Electric	9.99%	\$4,994,827	“Initial Funding Date”	Principal EDU
Los Angeles Department of Water & Power	10.50%	\$5,252,360	“Initial Funding Date”	Principal EDU
Sacramento Municipal Utility District	2.06%	\$1,032,214	“Initial Funding Date”	Principal EDU
Silicon Valley Power	0.88%	\$438,511	January 31, 2021	Supporting EDU
Glendale Water & Power	0.76%	\$382,455	January 31, 2021	Supporting EDU
City of Palo Alto	0.73%	\$364,198	January 31, 2021	Supporting EDU
City of Anaheim Public Utilities Department	0.73%	\$363,397	January 31, 2021	Supporting EDU
Pasadena Water & Power	0.61%	\$306,221	January 31, 2021	Supporting EDU
Burbank Water & Power	0.41%	\$204,841	January 31, 2021	Supporting EDU
City of Riverside	0.34%	\$168,485	January 31, 2021	Supporting EDU
Roseville Electric	0.27%	\$136,614	January 31, 2021	Supporting EDU
Modesto Irrigation District	0.37%	\$183,861	January 31, 2021	Supporting EDU
Imperial Irrigation District	0.16%	\$81,039	January 31, 2021	Supporting EDU
Turlock Irrigation District	0.14%	\$69,028	January 31, 2021	Supporting EDU
Redding Electric Utility	0.05%	\$23,544	January 31, 2021	Supporting EDU

Electric Distribution Utility (“EDU”)	CVRP % All EDUs	Initial EDU Contribution	Initial Contribution Date	EDU Category
City of Vernon Public Utilities	0.01%	\$4,485	January 31, 2021	Supporting EDU
Alameda Municipal Power	0.37%	\$184,822	January 31, 2023	Supporting EDU
City of Cerritos	0.29%	\$142,700	January 31, 2023	Supporting EDU
Modesto Irrigation District	0.08%	\$40,680	January 31, 2023	Supporting EDU
Merced Irrigation District	0.06%	\$28,348	January 31, 2023	Supporting EDU
Azusa Light & Power	0.06%	\$28,188	January 31, 2023	Supporting EDU
Moreno Valley Utility	0.04%	\$20,820	January 31, 2023	Supporting EDU
City of Healdsburg Electric Department	0.04%	\$19,700	January 31, 2023	Supporting EDU
Colton Electric Utility Department	0.03%	\$15,055	January 31, 2023	Supporting EDU
Lodi Electric Utility	0.03%	\$14,574	January 31, 2023	Supporting EDU
Liberty Utilities	0.03%	\$12,973	January 31, 2023	Supporting EDU
PacifiCorp	0.02%	\$9,289	January 31, 2023	Supporting EDU
Truckee Donner Public Utilities District	0.01%	\$6,086	January 31, 2023	Supporting EDU
City of Lompoc Electric Division	0.01%	\$5,766	January 31, 2023	Supporting EDU
City of Ukiah Electric Utilities Division	0.01%	\$5,125	January 31, 2023	Supporting EDU
Rancho Cucamonga Municipal Utility	0.01%	\$5,125	January 31, 2023	Supporting EDU
Bear Valley Electric Service	0.01%	\$2,563	January 31, 2023	Supporting EDU
City of Corona Department of Water & Power	0.01%	\$2,563	January 31, 2023	Supporting EDU

Electric Distribution Utility (“EDU”)	CVRP % All EDUs	Initial EDU Contribution	Initial Contribution Date	EDU Category
City of Banning Electric Department	0.00%	\$1,441	January 31, 2023	Supporting EDU
Trinity Public Utilities District	0.00%	\$1,281	January 31, 2023	Supporting EDU
City of Shasta Lake	0.00%	\$1,121	January 31, 2023	Supporting EDU
Lassen Municipal Utility District	0.00%	\$320	January 31, 2023	Supporting EDU
Gridley Electric Utility	0.00%	\$160	January 31, 2023	Supporting EDU
Shelter Cove Resort Improvement District	0.00%	\$160	January 31, 2023	Supporting EDU
Total	100.00%	\$50,000,000		

Appendix B

PRELIMINARY DATA COLLECTION TEMPLATE

Additional data items may be added to the template below during program development. Some data requested may not be required for participation in the program.

Category	Element	Sample Value
Identification	First Name (Must be same name as the person the vehicle is DMV registered) or Company Name	John
Identification	Last Name (Must be same name as the person the vehicle is DMV registered) or Company Name	Doe
Location & Contact Information	Vehicle Registration Street Number	123
Location & Contact Information	Vehicle Registration Street Name	1st Street
Location & Contact Information	Vehicle Registration State	CA
Location & Contact Information	Car Registration Zip Code	12345
Location & Contact Information	Email Address	JohnDoe@email.com
Location & Contact Information	Phone Number	(555)555-5555
Vehicle Information	Vehicle Identification Number (VIN)	1HGCM82633A004352
Vehicle Information	Make	Chevrolet
Vehicle Information	Model	Bolt
Vehicle Information	Vehicle Model Year	2019
Vehicle Information	Dealership vehicle was purchased/leased at	EV California Dealers
Vehicle Information	Date Vehicle Purchased/Leased	12/25/2019
Vehicle Information	Vehicle Purchase/Lease Price	\$XX,XXX.00
Utility Information	Utility Provider (electric)	Southern California Edison

Appendix C

Revised Section 1.1 – Defined Terms

1.1. Defined Terms. As used in this Agreement, the following capitalized terms shall have the respective meanings specified in this Section 1.1.

- (a) **“Accounts”** has the meaning set forth in Section 4.3(b).
- (b) **“Additional LCFS Revenue Payments”** has the meaning set forth in Section 9.1(b)(ii).
- (c) **“Administrative Expenses”** has the meaning set forth in Section 5.1.
- (d) **“Advice Letter”** has the meaning set forth in the Recitals.
- (e) **“Advisory Committee”** has the meaning set forth in Section 3.4.
- (f) **“Affiliate”** means, with respect to any Person, any other Person controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control,” when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have correlative meanings.
- (g) **“Agreement”** has the meaning set forth in the preamble.
- (h) **“Alternates”** has the meaning set forth in Section 3.3(c).
- (i) **“Annual Program Funds Amount”** means the total EDU Contributions deposited by all of the Participating EDUs during each calendar year following the Initial Funding Date, plus all interest and earnings thereon regardless of the Account in which such funds are held from time to time, during such calendar year.
- (j) **“Bond”** has the meaning set forth in Section 7.4.
- (k) **“CARB”** has the meaning set forth in the Recitals.
- (l) **“CARB Authorization”** has the meaning set forth in the Recitals.
- (m) **“CARB Representative”** has the meaning set forth in Section 3.3(a).
- (n) **“CFR Program”** has the meaning set forth in the Recitals.
- (a) **“Claim”** or **“Claims”** means any and all actions, causes of action, complaints, charges, claims, costs, damages, deficiencies, demands, expenses, fees, indebtedness, injuries, interest, judgments, liabilities, losses, obligations, orders, penalties, remedies, suits, sums of money, Taxes, and torts, of whatever kind or character, whether in law, equity or otherwise, direct or indirect, fixed or contingent, foreseeable or unforeseeable, liquidated or unliquidated, known or unknown, matured or unmatured, absolute or contingent, determined or determinable.

(o) **“Collective Deposit Account”** has the meaning set forth in Section 4.3(b)(ii).

(b) **“Contribution Percentage”** means, with respect to any Party at any time, the resulting percentage determined by multiplying 100 by a fraction, the numerator of which shall be the amount of such Party’s Initial EDU Contribution, and the denominator of which shall be the aggregate total of shares all Initial EDU Contributions made by all Parties (including any former Parties) at such time. In calculating the respective Contribution Percentages of the Parties at an time, in the event that a court or arbitrator of competent jurisdiction has determined that any Party is released or excused from its obligation to pay, or is otherwise unable or not required to pay, its Contribution Percentage of any Indemnified Claim, then such Party’s Initial EDU Contribution shall be excluded from the denominator for purposes of calculating the respective Contribution Percentages with respect to such Indemnified Claim as well as to any Indemnified Claim thereafter to which such exclusion would be applicable according to such court or arbitral order or determination.

(p) **“COOPs”** has the meaning set forth in the Recitals.

(q) **“Covenant Not to Sue”** has the meaning set forth in Section 7.3(a).

(r) **“Covered Person”** has the meaning set forth in Section 3.5(a).

(s) **“CPUC”** has the meaning set forth in the Recitals.

(t) **“CPUC Approval”** has the meaning set forth in the Recitals.

(c) **“Deposit Account”** means any Collective Deposit and any Individual Deposit Account.

(u) **“Designated Account Holder”** **“Designated Account Holder”** means LADWP in its capacity as the record holder (under its name and federal Tax identification number) of the Program Funds Account in accordance with the provisions of Section 4.3(b)(i), or any successor or replacement Governmental Authority (including, for the avoidance of doubt, a POU) or not for profit entity that is identified and selected by the Program Administrator and the Steering Committee to hold the Program Funds Account pursuant to Section 4.3(b)(i) or any Collective Deposit Account pursuant to Section 4.3(b)(ii).

(v) **“Disbursement Account”** has the meaning set forth in Section 4.3(c).

(d) **“Earmarked Credits”** means any LCFS Base Credits that are deposited into any EDU’s LCFS balancing account by CARB at any time on or after the Final CPUC Approval Date.

(e) **“EDU Contribution Account”** means, when used with respect to any Participating EDU at any time and from time to time, (i) if a Program Funds Account has been established and is being maintained at such time, the Program Funds Account, or (ii) if there is no Program Funds Account at such time, then either the Collective Deposit Account or the Individual Deposit Account for such Participating EDU into which such Participating EDU is instructed to

make its EDU Contributions at such time in accordance with the instructions of the Program Administrator.

- (w) **“EDU Contributions”** has the meaning set forth in the Recitals.
- (x) **“EDUs”** has the meaning set forth in the Recitals.
- (y) **“Effective Date”** has the meaning set forth in preamble.
- (z) **“Excess Party”** has the meaning set forth in the Section 7.5(b)(iii).
- (f) **“FDIC”** means the Federal Deposit Insurance Corporation.

(aa) **“Final CPUC Approval Date”** the first date on which each of the following approvals from the CPUC shall have been received: (i) the CPUC Approval, (ii) the CPUC’s approval of the advice letter submitted by PG&E for approval to enter into this Agreement, and (iii) the CPUC’s approval of the advice letter submitted by SDG&E for approval to enter into this Agreement.

- (bb) **“Financial Institution”** has the meaning set forth in Section 4.1(a).

(cc) **“Governmental Authority”** means the United States, or any state, county, city, municipal, territory, possession, foreign or other governmental or quasi-governmental entity or authority of any nature, including any courts, departments, commissions, boards, bureaus, agencies or other instrumentalities of any of the foregoing.

- (dd) **“Holdback Funds”** has the meaning set forth in the Section 7.5(b)(iii).

- (ee) **“Imaged Agreement”** has the meaning set forth in Section 10.19.

- (ff) **“Implementer”** has the meaning set forth in Section 3.2(a).

(gg) **“Indemnified Claim”** means (i) when used in connection with the SCE Indemnified Persons, the SCE Indemnified Claims, (ii) when used in connection with the Steering Committee Indemnified Persons, the Steering Committee Indemnified Claims, and (iii) when used in connection with the LADWP Indemnified Persons, the LADWP Indemnified Claims.

(hh) **“Indemnified Persons”** **“Indemnified Persons”** means any of the SCE Indemnified Persons, the Steering Committee Indemnified Persons, and the LADWP Indemnified Persons, each an **“Indemnified Person”**.

- (ii) **“Individual Deposit Account”** has the meaning set forth in Section 4.3(b)(iii).

- (jj) **“Individual Deposit Account Agreement”** has the meaning set forth in Section 4.3(b)(iii).

- (kk) **“Initial EDU Contributions”** has the meaning set forth in Section 5.3.

- (ll) **“Initial Funding Date”** has the meaning set forth in Section 5.3.
- (mm) **“Invoice Subcommittee”** has the meaning set forth in Section 3.3(e).
- (nn) **“IOUs”** has the meaning set forth in the Recitals.
- (oo) **“Joinder”** has the meaning set forth in Section 2.2.
- (pp) **“LADWP”** has the meaning set forth in the preamble.
- (qq) **“LADWP Indemnified Claim”** has the meaning set forth in Section 7.5(a)(iii).
- (rr) **“LADWP Indemnified Person(s)”** has the meaning set forth in Section 7.5(a)(iii).
- (ss) **“LADWP Released Claims”** has the meaning set forth in Section 7.1(a)(iii).
- (tt) **“LADWP Released Part(y/ies)”** has the meaning set forth in Section 7.1(a)(iii).
- (uu) **“LCFS Base Credits”** has the meaning set forth in the Recitals.
- (vv) **“LCFS Credit Revenue”** means the aggregate gross revenue received by any EDU at any time from the sale, transfer or other disposition of Earmarked Credits.
- (ww) **“LCFS Non-Base Credit Revenue”** has the meaning set forth in the Section 7.5(b)(iii).
- (xx) **“LCFS Regulation”** has the meaning set forth in the Recitals.
- (yy) **“Liability Reserve”** has the meaning set forth in Section 4.3(e).
- (zz) **Master Account Agreement** has the meaning set forth in Section 4.3(b).
- (aaa) **“Member”** has the meaning set forth in Section 3.3(a).
- (bbb) **“ME&O”** has the meaning set forth in Section 4.2(a).
- (ccc) **“NCPA”** means the Northern California Power Agency.
- (ddd) **“Northern EDU Majority Vote”** has the meaning set forth in Section 3.3(a).
- (eee) **“Northern EDU Member”** has the meaning set forth in Section 3.3(a).

(fff) **“Northern EDUs”** means any EDU listed as a Northern EDU on Schedule 1.1 hereto, as such Schedule may be amended from time to time hereafter; provided that in no event shall any Large EDU ever be listed as or deemed to be a Northern EDU.

(ggg) **“Operating Reserve”** has the meaning set forth in Section 4.3(e).

(hhh) **“PA Representative”** has the meaning set forth in Section 3.3(a).

(iii) **“Participating EDU”** means any EDU that has (i) become a Party to this Agreement by either (A) executing and delivering a duly executed signature page to this Agreement to the other Parties on or prior to the Effective Date, or (B) executing and delivering a duly executed Joinder to this Agreement to the Program Administrator in accordance with the provisions of Section 2.2 following the Effective Date, and (ii) not withdrawn as a Party pursuant to Section 9.2 or been removed as Party pursuant to Section 9.3.

(jjj) **“Participating Northern EDU”** has the meaning set forth in Section 3.3(a).

(kkk) **“Participating Southern EDU”** has the meaning set forth in Section 3.3(a).

(lll) **“Party”** means any entity that is a signatory to this Agreement as set forth on the signature pages hereto or that hereafter becomes a party to this Agreement by executing and delivering a duly executed Joinder to this Agreement to the Program Administrator in accordance with the provisions of Section 2.2 following the Effective Date, which entities are referred to collectively, as the **“Parties”**. For the avoidance of doubt, unless and until an entity that is not an EDU becomes a Party to this Agreement, each Party is a Participating EDU, and vice versa, and the terms may be used interchangeably.

(mmm) **“Percentage Target”** has the meaning set forth in Section 5.2.

(nnn) **“Person”** means an individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, unincorporated organization, association, organization or other entity or form of business enterprise or Governmental Authority.

(ooo) **“PG&E”** has the meaning set forth in the preamble.

(ppp) **“Policy”** has the meaning set forth in Section 7.4.

(qqq) **“POU”** has the meaning set forth in the Recitals.

(rrr) **“Principal EDU Members”** has the meaning set forth for **“Large EDU”** in Section 3.3(a) and all references to **“Large EDU”** in the Agreement, including in this Section 1.1, shall mean **“Principal EDU Members.”**

(sss) **“Principal EDUs”** means PG&E, SDG&E, SCE, LADWP, and SMUD, each a **“Principal EDU”**.

(ttt) **“Program Administrator”** means SCE in its capacity as program administrator and administrative agent for the Parties with respect to the CFR Program for the term set forth in Section 3.1(b), or any successor Program Administrator appointed following the end of SCE’s term as Program Administrator in accordance with the provisions of Section 3.1(c) or any amendment to this Agreement entered into pursuant to the provisions thereof.

(uuu) **“Program Agreement”** has the meaning set forth in Section 3.1(a).

(vvv) **“Program Auditor”** has the meaning set forth in Section 4.1(a).

(www) **“Program Funds”** has the meaning set forth in Section 4.3(a).

(xxx) **“Program Funds Account”** has the meaning set forth in Section 4.3(b)(i).

(yyy) **“Program Implementer”** has the meaning set forth in Section 4.1(a).

(zzz) **“Program Implementer Representatives”** has the meaning set forth in Section 4.5(a).

(aaaa) **“Program Launch Date”** has the meaning set forth in Section 5.5.

(bbbb) **“Program Legal Matters”** has the meaning set forth in Section 10.18.

(cccc) **“Program Material”** has the meaning set forth in Section 8.1.

(dddd) **“Related Entities”** has the meaning set forth in Section 7.1(a).

(eeee) **“Release”** has the meaning set forth in Section 7.1(b).

(ffff) **“Released Claims”** means (i) when used in connection with the SCE Released Parties, the SCE Released Claims, (ii) when used in connection with the Steering Committee Released Parties, the Steering Committee Released Claims, and (iii) when used in connection with the LADWP Released Parties, the LADWP Released Claims.

(gggg) **“Released Parties”** means any of the SCE Released Parties, the Steering Committee Released Parties, and the LADWP Released Parties, each a **“Released Party”**.

(hhhh) **“Remaining Liabilities”** has the meaning set forth in Section 9.1(b).

(iiii) **“Removal Vote”** has the meaning set forth in Section 9.3(a).

(g) **“Representative”** means, with respect to a particular Person, any director, member, partner, officer, employee, agent, consultant, advisor or other representative of such Person, including outside legal counsel, accountants and financial advisors; provided that in no event shall any Implementer, any other vendor or contractor retained by the Program Administrator on behalf of the CFR Program, or any of their respective Representatives be, or be deemed to be, a Representative of the Program Administrator or of any Participating EDU.

(jjjj) **“Required Percentage”** has the meaning set forth in Section 5.4.

(kkkk) **“Reserve Amounts”** means the aggregate amounts of Program Funds maintained at any time, and from time to time, in the Liability Reserve and the Operating Reserve.

(llll) **“Reward Amount”** has the meaning set forth in Section 3.3(d)(iii)

(mmmm) **“RFI”** has the meaning set forth in Section 3.2(a).

(nnnn) **“RFP”** has the meaning set forth in Section 3.2(a).

(oooo) **“SCE”** has the meaning set forth in the preamble.

(pppp) **“SCE Indemnified Claim”** has the meaning set forth in Section 7.5(a)(i).

(qqqq) **“SCE Indemnified Person(s)”** has the meaning set forth in Section 7.5(a)(i).

(rrrr) **“SCE Released Claims”** has the meaning set forth in Section 7.1(a)(i).

(ssss) **“SCE Released Part(y/ies)”** has the meaning set forth in Section 7.1(a)(i).

(tttt) **“SDG&E”** has the meaning set forth in the preamble.

(uuuu) **“Shortfall Indemnity Termination Date”** has the meaning set forth in Section 7.9.

(vvvv) **“Shortfall Party”** has the meaning set forth in the Section 7.5(b)(iii).

(wwww) **“Shortfall Payments”** has the meaning set forth in Section 9.1(b)(i).

(xxxx) **“SMUD”** has the meaning set forth in the preamble.

(yyyy) **“Southern EDU Member”** has the meaning set forth in Section 3.3(a).

(zzzz) **“Southern EDUs”** means any EDU listed as a Southern EDU on Schedule 1.1 hereto, as such Schedule may be amended from time to time hereafter; provided that in no event shall any Large EDU ever be listed as or deemed to be a Southern EDU.

(aaaaa) **“Southern EDU Supermajority Vote”** has the meaning set forth in Section 3.3(a).

(bbbbb) **“Steering Committee”** has the meaning set forth in Section 3.3(a).

(ccccc) **“Steering Committee Indemnified Claim”** has the meaning set forth in Section 7.5(a)(ii).

(ddddd) **“Steering Committee Indemnified Person(s)”** has the meaning set forth in Section 7.5(a)(ii).

(eeee) **“Steering Committee Released Claims”** has the meaning set forth in Section 7.1(a)(ii).

(fffff) **“Steering Committee Released Part(y/ies)”** has the meaning set forth in Section 7.1(a)(ii).

(ggggg) **“Supporting EDU Members”** means the Northern EDU Members and the Southern EDU Members, each a **“Supporting EDU Member.”**

(hhhhh) **“Tax” or “Taxes”** means any and all taxes, assessments, charges, duties, fees, levies, imposts or other governmental charges, including all federal, state, local or non-U.S. income taxes (including any tax on or based upon net income, gross income, or income as specially defined, or earnings, profits, or selected items of income, earnings or profits) and all gross receipts, payroll, employment, excise, severance, stamp, occupation, premium, environmental, customs duties, capital stock, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, ad valorem, transfer, service, franchise, license, windfall profits taxes, estimated, alternative or add-in minimum taxes and any other taxes of any kind whatsoever (whether or not requiring the filing of a Tax Return), together with any interest and any penalties and additions to tax.

(iiii) **“Tax Return”** means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedules and amendments thereof.

(jjjj) **“Third Party Designated Account Holder”** means any successor to LADWP as Designated Account Holder that is not also a Participating EDU hereunder.

(kkkkk) **“Third Party Program Administrator”** means any successor Program Administrator appointed at any time following the end of SCE’s term as Program Administrator, in accordance with the provisions of Section 3.1(c) or any amendment to this Agreement entered into pursuant to the provisions thereof, that is not also a Participating EDU hereunder.

(lllll) **“TOU”** has the meaning set forth in Section 4.2(b).

(mmmmm) **“Withdrawing Notice”** has the meaning set forth in Section 9.2(a).

(nnnnn) **“ZEVs”** has the meaning set forth in the Recitals.

TRANSMITTAL

TO
Department of Water and Power

DATE
07/17/2026

FROM
The Mayor

REQUEST FOR SECOND AMENDMENT TO GOVERNANCE AGREEMENT FOR STATEWIDE CLEAN FUEL REWARDS PROGRAM / PEX-2026-01

ED15 approved and transmitted for further processing.



MAYOR
(Mitch Kamin for)