

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C., 20549
FORM 10-Q

(Mark One)



QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended June 30, 2025

OR



TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number	Registrant as Specified in its Charter	State or Other Jurisdiction of Incorporation	IRS Employer Identification Number
1-12609	PG&E Corporation	California	94-3234914
1-2348	Pacific Gas and Electric Company	California	94-0742640
PG&E Corporation 300 Lakeside Drive Oakland, California 94612		Pacific Gas and Electric Company 300 Lakeside Drive Oakland, California 94612	
Address of principal executive offices, including zip code			
PG&E Corporation 415 973-1000		Pacific Gas and Electric Company 415 973-7000	

Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, no par value	PCG	The New York Stock Exchange
First preferred stock, cumulative, par value \$25 per share, 6% nonredeemable	PCG-PA	NYSE American LLC
First preferred stock, cumulative, par value \$25 per share, 5.50% nonredeemable	PCG-PB	NYSE American LLC
First preferred stock, cumulative, par value \$25 per share, 5% nonredeemable	PCG-PC	NYSE American LLC
First preferred stock, cumulative, par value \$25 per share, 5% redeemable	PCG-PD	NYSE American LLC
First preferred stock, cumulative, par value \$25 per share, 5% series A redeemable	PCG-PE	NYSE American LLC
First preferred stock, cumulative, par value \$25 per share, 4.80% redeemable	PCG-PG	NYSE American LLC
First preferred stock, cumulative, par value \$25 per share, 4.50% redeemable	PCG-PH	NYSE American LLC
First preferred stock, cumulative, par value \$25 per share, 4.36% redeemable	PCG-PI	NYSE American LLC
6.000% Series A Mandatory Convertible Preferred Stock, no par value	PCG-PrX	The New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

PG&E Corporation: ☒ Yes ☐ No

Pacific Gas and Electric Company: ☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

PG&E Corporation: ☒ Yes ☐ No

Pacific Gas and Electric Company: ☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and “emerging growth company” in Rule 12b-2 of the Exchange Act.

PG&E Corporation:	☒	Large accelerated filer	☐	Accelerated filer
	☐	Non-accelerated filer		
	☐	Smaller reporting company	☐	Emerging growth company
Pacific Gas and Electric Company:	☐	Large accelerated filer	☐	Accelerated filer
	☒	Non-accelerated filer		
	☐	Smaller reporting company	☐	Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

PG&E Corporation: ☐

Pacific Gas and Electric Company: ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

PG&E Corporation: ☐ Yes ☒ No

Pacific Gas and Electric Company: ☐ Yes ☒ No

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court.

PG&E Corporation: ☒ Yes ☐ No

Pacific Gas and Electric Company: ☒ Yes ☐ No

Indicate the number of shares outstanding of each of the issuer’s classes of common stock, as of the latest practicable date.

Common stock outstanding as of July 23, 2025:

PG&E Corporation: 2,675,580,992*

Pacific Gas and Electric Company: 264,374,809

*Includes 477,743,590 shares of common stock held by Pacific Gas and Electric Company.

**PG&E CORPORATION AND
PACIFIC GAS AND ELECTRIC COMPANY
FORM 10-Q
FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2025
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UNITS OF MEASUREMENT

1 Kilowatt (kW)	=	One thousand watts
1 Kilowatt-Hour (kWh)	=	One kilowatt continuously for one hour
1 Megawatt (MW)	=	One thousand kilowatts
1 Megawatt-Hour (MWh)	=	One megawatt continuously for one hour
1 Gigawatt (GW)	=	One million kilowatts
1 Gigawatt-Hour (GWh)	=	One gigawatt continuously for one hour
1 Kilovolt (kV)	=	One thousand volts
1 MMcf	=	One million cubic feet

GLOSSARY

The following terms and abbreviations appearing in the text of this report have the meanings indicated below.

AB	Assembly Bill
ASU	accounting standard update issued by the Financial Accounting Standards Board
Bankruptcy Court	the United States Bankruptcy Court for the Northern District of California
CAISO	California Independent System Operator Corporation
Cal Fire	California Department of Forestry and Fire Protection
Cal OES	California Governor's Office of Emergency Services
CEMA	Catastrophic Event Memorandum Account
Chapter 11	Chapter 11 of Title 11 of the United States Code
Chapter 11 Cases	the voluntary cases commenced by each of PG&E Corporation and the Utility under Chapter 11 on January 29, 2019
CPUC	California Public Utilities Commission
CRR	congestion revenue rights
DCPP	Diablo Canyon Power Plant
District Court	United States District Court for the Northern District of California
DOE	United States Department of Energy
DOE Loan Guarantee Agreement	Loan Guarantee Agreement, dated as of January 17, 2025, between the Utility and the DOE
DWR	California Department of Water Resources
EMANI	European Mutual Association for Nuclear Insurance
Emergence Date	July 1, 2020, the effective date of the Plan in the Chapter 11 Cases
EPS	earnings per common share
Exchange Act	Securities Exchange Act of 1934, as amended
FASB	Financial Accounting Standards Board
FERC	Federal Energy Regulatory Commission
Fire Victim Trust	The trust established pursuant to the Plan for the benefit of holders of the Fire Victim Claims into which the Aggregate Fire Victim Consideration (as defined in the Plan) has been, and will continue to be, funded
First Mortgage Bonds	bonds issued pursuant to the Indenture of Mortgage, dated as of June 19, 2020, between the Utility and The Bank of New York Mellon Trust Company, N.A., as amended and supplemented
Form 10-K	PG&E Corporation's and the Utility's joint Annual Report on Form 10-K
Form 10-Q	PG&E Corporation's and the Utility's joint Quarterly Report on Form 10-Q
FRMMA	Fire Risk Mitigation Memorandum Account
GAAP	United States Generally Accepted Accounting Principles
GHG	greenhouse gas
GRC	general rate case
HSMA	Hazardous Substance Memorandum Account
IOUs	investor-owned utility(ies)
IRC	Internal Revenue Code of 1986, as amended
Lakeside Building	300 Lakeside Drive, Oakland, California, 94612
MD&A	Management's Discussion and Analysis of Financial Condition and Results of Operations set forth in Part I, Item 2, of this Form 10-Q
MGP	manufactured gas plants
NAV	net asset value
NEIL	Nuclear Electric Insurance Limited, a mutual insurer owned by utilities with nuclear facilities
OEIS	Office of Energy Infrastructure Safety (successor to the Wildfire Safety Division of the CPUC)
PD	proposed decision
PERA	Public Employees Retirement Association of New Mexico

Plan	PG&E Corporation and the Utility, Knighthood Capital Management, LLC, and Abrams Capital Management, LP Joint Chapter 11 Plan of Reorganization, dated as of June 19, 2020
PSPS	Public Safety Power Shutoff
Receivables Securitization Program	The accounts receivable securitization program entered into by the Utility on October 5, 2020, providing for the sale of a portion of the Utility's accounts receivable and certain other related rights to the SPV, which, in turn, obtains loans secured by the receivables from financial institutions
ROE	return on equity
ROU asset	right-of-use asset
RUBA	Residential Uncollectibles Balancing Account
SB	Senate Bill
SEC	United States Securities and Exchange Commission
SFGO	The Utility's former San Francisco General Office headquarters complex
SPV	PG&E AR Facility, LLC
TO	Transmission Owner
USFS	United States Forest Service
Utility	Pacific Gas and Electric Company
Utility Revolving Credit Agreement	Credit Agreement, dated as of July 1, 2020, as amended, by and among the Utility, the several banks and other financial institutions or entities party thereto from time to time and Citibank, N.A., as Administrative Agent and Designated Agent
VIE(s)	variable interest entity(ies)
VMBA	Vegetation Management Balancing Account
WEMA	Wildfire Expense Memorandum Account
WGSC	Wildfire and Gas Safety Costs
Wildfire Fund	statewide fund established by AB 1054 that will be available for eligible electric utility companies to pay eligible claims for liabilities arising from wildfires occurring after July 12, 2019 that are caused by the applicable electric utility company's equipment
WMCE	Wildfire Mitigation and Catastrophic Events
WMP	Wildfire Mitigation Plan
WMPMA	Wildfire Mitigation Plan Memorandum Account

FORWARD-LOOKING STATEMENTS

This report contains forward-looking statements that are necessarily subject to various risks and uncertainties. These statements reflect management's judgment and opinions that are based on current estimates, expectations, and projections about future events and assumptions regarding these events and management's knowledge of facts as of the date of this report. These forward-looking statements relate to, among other matters, estimated losses, including penalties and fines associated with various investigations and proceedings; forecasts of capital expenditures; forecasts of cost savings; estimates and assumptions used in critical accounting estimates, including those relating to insurance receivables, regulatory assets and liabilities, environmental remediation, litigation, third-party claims, the Wildfire Fund, and other liabilities; and the level of future equity or debt issuances. These statements are also identified by words such as "assume," "expect," "intend," "forecast," "plan," "project," "believe," "estimate," "predict," "anticipate," "commit," "goal," "target," "will," "may," "should," "would," "could," "potential," and similar expressions. PG&E Corporation and the Utility are not able to predict all the factors that may affect future results. Some of the factors that could cause future results to differ materially from those expressed or implied by the forward-looking statements, or from historical results, include, but are not limited to:

- the extent to which the Wildfire Fund and revised prudence standard under AB 1054 effectively mitigate the risk of liability for damages arising from catastrophic wildfires, including whether the Utility maintains an approved WMP and a valid safety certification and whether the Wildfire Fund has sufficient remaining funds (which will be reduced as claims are made by California's other participating electric utility companies);
- the risks and uncertainties associated with wildfires that have occurred or may occur in the Utility's service area, including the wildfire that began on October 23, 2019 northeast of Geyserville in Sonoma County, California (the "2019 Kincadee fire"), the wildfire that began on July 13, 2021 near the Cresta Dam in the Feather River Canyon in Plumas County, California (the "2021 Dixie fire"), the wildfire that began on September 6, 2022 near Oxbow Reservoir in Placer County, California (the "2022 Mosquito fire"), and any other wildfires for which the causes have yet to be determined; the damage caused by such wildfires; the extent of the Utility's liability in connection with such wildfires (including the risk that the Utility may be found liable for damages regardless of fault); investigations into such wildfires, including those being conducted by the CPUC; potential liabilities in connection with fines or penalties that could be imposed on the Utility if the CPUC or any other enforcement agency were to bring an enforcement action in respect of any such fire; the risk that the Utility is not able to recover costs from the Wildfire Fund or other third parties or through rates; and the effect on PG&E Corporation's and the Utility's reputations of such wildfires, investigations, and proceedings;
- the extent to which the Utility's wildfire mitigation initiatives are effective, including the Utility's ability to comply with the targets and metrics set forth in its WMP; the effectiveness of its system hardening, including undergrounding; the cost of the program and the timing and outcome of any proceeding to recover such costs through rates; and any determination by the OEIS that the Utility has not complied with its WMP;
- the Utility's ability to safely, reliably, and efficiently construct, maintain, operate, protect, and decommission its facilities, and provide electricity and natural gas services safely and reliably;
- significant changes to the electric power and natural gas industries driven by technological advancements, electrification, and the transition to a decarbonized economy; the impact of reductions in Utility customer demand for natural gas; the impact of customer demand falling short of the Utility's forecasts, driven by customer self-generation, customer departures to community choice aggregators, direct access providers, and government-owned utilities, and legislative mandates to reduce the use of natural gas; and whether the Utility is successful in addressing the impact of growing distributed and renewable generation resources, increasing demand for electric power due to data centers and electrification of the transportation and other sectors of the economy, and the resulting changes in customer demand for its natural gas and electric services;
- cyber or physical attacks, including cybersecurity breaches, acts of terrorism, war, and vandalism, on the Utility or its third-party vendors, contractors, or customers (or others with whom they have shared data) which could result in operational disruption; the misappropriation or loss of confidential or proprietary assets, information or data, including customer, employee, financial, or operating system information, or intellectual property; corruption of data; or potential remediation, compliance and other costs, lost revenues, litigation, investigations, or reputational harm;
- the Utility's ability to attract or retain specialty personnel;

- the impact of severe weather events and other natural disasters, including wildfires and other fires, storms, tornadoes, floods, extreme heat events, drought, earthquakes, lightning, tsunamis, rising sea levels, mudslides, pandemics, solar events, electromagnetic events, wind events or other weather-related conditions, climate change, or natural disasters, and other events that can cause unplanned outages, reduce generating output, disrupt the Utility's service to customers, or damage or disrupt the facilities, operations, or information technology and systems owned by the Utility, its customers, or third parties on which the Utility relies, and the effectiveness of the Utility's efforts to prevent, mitigate, or respond to such conditions or events; the reparation and other costs that the Utility may incur in connection with such conditions or events; the impact of the adequacy of the Utility's emergency preparedness; whether the Utility incurs liability to third parties for property damage or personal injury caused by such events; whether the Utility is able to procure replacement power; and whether the Utility is subject to civil, criminal, or regulatory penalties in connection with such events;
- existing and future regulation and federal, state or local legislation, their implementation, and their interpretation; the cost to comply with such regulation and legislation; and the extent to which the Utility recovers its associated compliance and investment costs, including those regarding:
 - wildfires, including inverse condemnation reform, wildfire self-insurance, the Wildfire Fund, and additional wildfire mitigation measures or other reforms targeted at the Utility or its industry;
 - the environment, including the costs incurred to discharge the Utility's remediation obligations or the costs to comply with standards for GHG emissions, renewable energy targets, energy efficiency standards, distributed energy resources, and electric vehicles;
 - the nuclear industry, including operations, seismic design, security, safety, relicensing, the storage of spent nuclear fuel, decommissioning, and cooling water intake, and whether DCP operations are extended; and the Utility's ability to continue operating DCP until its planned retirement;
 - the regulation of utilities and their affiliates, including the conditions that apply to PG&E Corporation as the Utility's holding company;
 - privacy and cybersecurity; and
 - taxes and tax audits;
- the outcome of current and future self-reports, investigations or other enforcement actions, agency compliance reports, or notices of violation that could be issued related to the Utility's compliance with laws, rules, regulations, or orders applicable to its gas and electric operations; the construction, expansion, or replacement of its electric and gas facilities; electric grid reliability; audit, inspection and maintenance practices; customer billing and privacy; physical and cybersecurity protections; environmental laws and regulations; or otherwise, such as fines; penalties; remediation obligations; or the implementation of corporate governance, operational or other changes in connection with the Enhanced Oversight and Enforcement Process;
- the timing and outcomes of the Utility's pending and future ratemaking and regulatory proceedings, including the extent to which PG&E Corporation and the Utility are able to recover their costs through rates as recorded in memorandum accounts or balancing accounts, or as otherwise requested; and the transfer of ownership of the Utility's assets to municipalities or other public entities, including as a result of the City and County of San Francisco's valuation petition;
- whether the Utility can control its operating costs within the authorized levels of spending; whether the Utility can continue implementing the Lean operating system and achieve projected savings; the extent to which the Utility incurs unrecoverable costs that are higher than the forecasts of such costs; the risks and uncertainties associated with inflation (including raw materials), import tariffs, and trade wars; and changes in cost forecasts or the scope and timing of planned work resulting from changes in customer demand for electricity and natural gas or other reasons;
- the risks and uncertainties associated with PG&E Corporation's and the Utility's substantial indebtedness and the limitations on their operating flexibility in the documents governing that indebtedness, including the extent to which the Utility draws on the DOE Loan Guarantee Agreement;

- the risks and uncertainties associated with the resolution of the matters described in Note 10 of the Notes to the Condensed Consolidated Financial Statements under the headings “Wildfire-Related Securities Litigation” and “Indemnification Obligations”;
- the risks and uncertainties associated with PG&E Corporation’s and the Utility’s other ongoing or future litigation, including the extent to which related costs can be recovered through insurance, rates, or from other third parties;
- whether PG&E Corporation or the Utility undergoes an “ownership change” within the meaning of Section 382 of the IRC, as a result of which tax attributes could be limited;
- the ultimate amount of unrecoverable environmental costs the Utility incurs associated with the Utility’s natural gas compressor station site located near Hinkley, California and the Utility’s fossil fuel-fired generation sites;
- the supply and price of electricity, natural gas, and nuclear fuel; the extent to which the Utility can manage and respond to the volatility of energy commodity prices; the ability of the Utility and its counterparties to post or return collateral in connection with price risk management activities; and whether the Utility is able to recover timely its electric generation and energy commodity costs through rates, including its renewable energy procurement costs;
- the ability of PG&E Corporation and the Utility to access capital markets and other sources of debt and equity financing in a timely manner on acceptable terms, volatility in such capital markets, and changes in interest rates;
- the risks and uncertainties associated with high rates for the Utility’s customers;
- actions by credit rating agencies to downgrade PG&E Corporation’s or the Utility’s credit ratings;
- the severity, extent, and duration of pandemics and the Utility’s ability to collect on customer receivables; and
- the impact of changes in GAAP, standards, rules, or policies, including those related to regulatory accounting, and the impact of changes in their interpretation or application.

For more information about the significant risks that could affect the outcome of the forward-looking statements and PG&E Corporation’s and the Utility’s future financial condition, results of operations, liquidity, and cash flows, see Item 1A: “Risk Factors” in the 2024 Form 10-K and a detailed discussion of these matters contained in Item 7: “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in the 2024 Form 10-K and Part I, Item 2 in this Form 10-Q. PG&E Corporation and the Utility do not undertake any obligation to update forward-looking statements, whether in response to new information, future events, or otherwise.

PG&E Corporation's and the Utility's Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, and proxy statements are available free of charge on both PG&E Corporation's website, www.pgecorp.com, and the Utility's website, www.pge.com, as promptly as practicable after they are filed with, or furnished to, the SEC. The SEC also maintains an internet site that contains reports, proxy and information statements, and other information regarding issuers that file electronically with the SEC located at <http://www.sec.gov>. Additionally, PG&E Corporation and the Utility routinely provide links to the Utility's principal regulatory proceedings before the CPUC and the FERC at <http://investor.pgecorp.com>, under the "Regulatory Filings" tab, so that such filings are available to investors upon filing with the relevant agency. PG&E Corporation and the Utility also routinely post or provide direct links to presentations, documents, and other information that may be of interest to investors at <http://investor.pgecorp.com>, under the "Wildfire and Safety Updates" and "News & Events: Events & Presentations" tabs, respectively, in order to publicly disseminate such information. Specifically, within two hours during business hours or four hours outside of business hours of the determination that an incident is attributable or allegedly attributable to the Utility's electric facilities and has resulted in property damage estimated to exceed \$200,000, a fatality or injury requiring medical attention from a healthcare professional at a hospital or other medical facility, or media coverage from a major news outlet, or a government entity investigating whether the infrastructure owned or operated by the utility caused a wildfire, the Utility is required to submit an electric incident report including information about such incident to the CPUC. The information included in an electric incident report is limited and may not include important information about the facts and circumstances about the incident due to the limited scope of the reporting requirements and timing of the report and is necessarily limited to information to which the Utility has access at the time of the report. Ignitions are also reportable under CPUC Decision 14-02-015 when they involve self-propagating fire of material other than electrical or communication facilities; the fire traveled greater than one linear meter from the ignition point; and the Utility has knowledge that the fire occurred. It is possible that any of these filings or information included therein could be deemed to be material information. The information contained on such websites is not part of this or any other report that PG&E Corporation or the Utility files with, or furnishes to, the SEC. PG&E Corporation and the Utility are providing the addresses of such websites solely for the information of investors and do not intend the addresses to be active links.

ITEM 1A. RISK FACTORS

For information about the significant risks that could affect PG&E Corporation's and the Utility's financial condition, results of operations, liquidity, and cash flows, see Item 1A: "Risk Factors" in the 2024 Form 10-K, as supplemented in the section of this Quarterly Report on Form 10-Q entitled "Forward-Looking Statements."

PART I. FINANCIAL INFORMATION

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

OVERVIEW

This is a combined Quarterly Report on Form 10-Q of PG&E Corporation and the Utility and includes separate Condensed Consolidated Financial Statements for each of these two entities. This combined MD&A should be read in conjunction with the Condensed Consolidated Financial Statements and the Notes to the Condensed Consolidated Financial Statements included in Part I, Item 1. It should also be read in conjunction with the 2024 Form 10-K.

Generally, PG&E Corporation's and the Utility's revenues vary based on the outcomes of ratemaking proceedings and the amount of pass-through costs incurred. See "Ratemaking Mechanisms" in Part I, Item 1: "Business" in the 2024 Form 10-K regarding how the Utility's revenues are determined. Factors that cause costs to vary include the cost of purchased power and fuel; the costs of procurement, storage, and transportation of natural gas; weather conditions; criminal, civil and regulatory penalties or charges for wildfires; the outcomes of ratemaking proceedings; and changes in interest expense as a result of additional debt issuances or changes in interest rates.

The discussion related to the results of operations and liquidity for the three and six months ended June 30, 2024 compared to the same period in 2023 is incorporated by reference to Part I, Item 2: "Management's Discussion and Analysis of Financial Condition and Results of Operations" in PG&E Corporation's and the Utility's combined Quarterly Report on Form 10-Q for the three months ended June 30, 2024, which was filed with the SEC in July 2024.

Key Factors Affecting Financial Results

PG&E Corporation and the Utility believe that their financial condition, results of operations, liquidity, and cash flows may be materially affected by the following factors:

- *The Uncertainties in Connection with Wildfires, Wildfire Mitigation, and Associated Cost Recovery.* PG&E Corporation's and the Utility's financial condition, results of operations, liquidity, and cash flows may be materially affected by the costs and effectiveness of the Utility's wildfire mitigation initiatives; the extent of damages from wildfires that do occur; the financial impacts of wildfires; and PG&E Corporation's and the Utility's ability to mitigate those financial impacts with insurance, self-insurance, the Wildfire Fund, and regulatory recovery.

In response to the wildfire threat facing California, PG&E Corporation and the Utility have taken aggressive steps designed to mitigate the threat of catastrophic wildfires. The Utility's wildfire mitigation initiatives include Enhanced Powerline Safety Settings ("EPSS"), PSPS, vegetation management, asset inspections, and system hardening (such as undergrounding). The Utility's wildfire mitigation efforts have also benefited in recent years from improved ignition response and situational awareness tools like weather stations and risk modeling. These initiatives reduce the Utility's wildfire risk. The success of the Utility's wildfire mitigation efforts depends on many factors, including whether the Utility can retain or contract for the workforce necessary to execute its wildfire mitigation actions.

PG&E Corporation and the Utility have and will continue to incur substantial expenditures in connection with these initiatives. For more information on incurred expenditures, see Note 3 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1. The extent to which the Utility will be able to recover these expenditures and other potential costs through rates is uncertain. If additional requirements are imposed that go beyond current expectations, such requirements could have a substantial impact on the costs of the Utility's wildfire mitigation initiatives.

The Utility is subject to a number of legal and regulatory requirements related to its wildfire mitigation efforts, which require periodic inspections of electric assets and ongoing reporting related to this work. Although the Utility believes that it has complied substantially with these requirements, it regularly reviews and has identified instances of noncompliance. The Utility intends to update the CPUC and the OEIS based on its ongoing review. The Utility could face fines, penalties, enforcement action, or other adverse legal or regulatory consequences for noncompliance related to wildfire mitigation efforts.

Despite these extensive measures, the potential that the Utility's equipment will be involved in the ignition of future wildfires, including catastrophic wildfires, is significant. This risk may be attributable to, and exacerbated by, a variety of factors, including climate change (in particular, extended periods of seasonal dryness coupled with periods of high wind velocities and other storms), infrastructure, and vegetation conditions. Once an ignition has occurred, the Utility may be unable to control the extent of damages, which is primarily determined by environmental conditions (including weather and vegetation conditions), third-party suppression efforts, and the location of the wildfire.

The financial impact of past wildfires is significant. As of June 30, 2025, PG&E Corporation and the Utility had recorded aggregate liabilities of \$1.325 billion, \$2.075 billion, and \$250 million for claims in connection with the 2019 Kincade fire, the 2021 Dixie fire, and the 2022 Mosquito fire, respectively, and in each case before available insurance, and, in the case of the 2021 Dixie fire and the 2022 Mosquito fire, other probable cost recoveries. These liability amounts correspond to the lower end of the range of reasonably estimable probable losses with the exception of amounts relating to the 2019 Kincade fire, which represent the best estimate of the liability, but do not include all categories of potential damages and losses.

PG&E Corporation and the Utility may be able to mitigate the financial impact of future wildfires in excess of insurance coverage or self-insurance through the Wildfire Fund, or cost recovery through rates. Each of these mitigations involves uncertainties, and liabilities could exceed available recoveries. See "Loss Recoveries" in Note 10 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1.

As of June 30, 2025, the Utility has recorded insurance receivables of \$430 million for the 2019 Kincade fire, \$523 million for the 2021 Dixie fire, and \$251 million for the 2022 Mosquito fire. Recorded liabilities in connection with the 2019 Kincade fire and the 2021 Dixie fire have exceeded potential amounts recoverable under applicable insurance policies.

If the eligible claims for liabilities arising from wildfires were to exceed \$1.0 billion in any Wildfire Fund coverage year ("Coverage Year"), the Utility may be eligible to make a claim against the Wildfire Fund under AB 1054 for such excess amount. The Wildfire Fund is available to the Utility to pay eligible claims for liabilities arising from wildfires, provided that the Utility satisfies the conditions to the Utility's ongoing participation in the Wildfire Fund set forth in AB 1054 and that the Wildfire Fund has sufficient remaining funds. Such funds are expected to be depleted more quickly than PG&E Corporation's and the Utility's 20-year estimate for the life of the Wildfire Fund (see Notes 2 and 10 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1), as a result of claims made by California's other participating electric utility companies. For example, Edison International and Southern California Edison Company (together, "SCE") have disclosed that a liability for the wildfire that began on January 7, 2025, in Eaton Canyon in Los Angeles County, California (the "Eaton fire") is probable but not reasonably estimable. PG&E Corporation and the Utility expect to re-evaluate their estimated life of the Wildfire Fund and assess the Wildfire Fund asset for accelerated amortization when and if SCE accrues a liability or a Wildfire Fund receivable, respectively. The impact of AB 1054 on PG&E Corporation and the Utility is subject to numerous uncertainties, including the Utility's ability to demonstrate to the CPUC that wildfire-related costs paid from the Wildfire Fund were just and reasonable and therefore not subject to reimbursement, and whether the benefits of participating in the Wildfire Fund ultimately outweigh its substantial costs. Finally, recoveries for the 2019 Kincade fire are subject to a 40% limitation on the allowed amount of claims arising before emergence from bankruptcy. The Utility has recorded an aggregate Wildfire Fund receivable of \$1,075 million for the 2021 Dixie fire, of which it had received \$445 million as of June 30, 2025. See "Wildfire Fund under AB 1054" in Note 10 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1.

The Utility will be permitted to recover its wildfire-related claims in excess of available insurance and legal fees through rates unless the CPUC or the FERC, as applicable, determines that the Utility has not met the applicable prudence standard. The revised prudence standard under AB 1054 has not been interpreted or applied by the CPUC, and it is possible that the CPUC could interpret the standard or apply it to the relevant facts differently from how the Utility has interpreted and applied the standard, in which case the Utility may not be able to recover all or a portion of expenses that it has recorded as receivables. As of June 30, 2025, the Utility has recorded receivables for regulatory recovery of \$621 million for the 2021 Dixie fire and \$60 million for the 2022 Mosquito fire. See "2021 Dixie Fire" and "2022 Mosquito Fire" in Note 10 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1 for more information.

- *The Timing and Outcome of Ratemaking and Other Proceedings.* Regulatory ratemaking proceedings are a key aspect of the Utility's business. The Utility's revenue requirements consist primarily of a base amount set to enable the Utility to recover its reasonable operating expenses (e.g., maintenance, administrative and general expenses) and capital costs (e.g., depreciation and financing expenses). The CPUC also authorizes the Utility to collect revenues to recover costs that the Utility is allowed to pass through to customers, including its costs to procure electricity and natural gas for customers and to administer public purpose and customer programs. Although the Utility generally seeks to recover its recorded costs on a timely basis, in recent years, the amount of the costs recorded in memorandum and balancing accounts has increased. Other proceedings that could impact the Utility's business profile and financial results include actions by municipalities and other public entities to acquire the electric assets of the Utility within their respective jurisdictions. The outcome of regulatory proceedings can be affected by many factors, including intervening parties' testimonies, potential rate impacts, the regulatory and political environments, and other factors. See Notes 3 and 11 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1, and "Regulatory Matters" below.
- *PG&E Corporation's and the Utility's Ability to Control Operating and Financing Costs.* Under cost-of-service ratemaking, a utility's earnings depend on its ability to manage costs within the amounts authorized for recovery in its ratemaking proceedings. The Utility has set a long-term goal to increase its capital investments to meet safety and climate goals, while also achieving operating cost savings. The Utility intends to achieve such savings by improving the planning and execution of its business through increased efficiencies, including waste elimination through the Lean operating system. PG&E Corporation and the Utility also work to reduce financing costs by identifying and executing on opportunities to efficiently finance the business, which depends on capital market conditions. Increased volatility in capital markets and elevated interest rates may impact PG&E Corporation's and the Utility's ability to obtain financing on acceptable terms or raise the cost of financing, which in turn may negatively impact their financial results.

For more information about the risks that could materially affect PG&E Corporation's and the Utility's financial condition, results of operations, liquidity, and cash flows, or that could cause future results to differ from historical results, see Item 1A: "Risk Factors" in the 2024 Form 10-K and "Forward-Looking Statements" above.

Tax Matters

PG&E Corporation had a U.S. federal net operating loss carryforward of approximately \$33.7 billion and a California net operating loss carryforward of approximately \$34.9 billion as of December 31, 2024.

Under Section 382 of the IRC, if a corporation (or a consolidated group) undergoes an "ownership change," net operating loss carryforwards and other tax attributes may be subject to certain limitations. In general, an ownership change occurs if the aggregate value of stock ownership of certain shareholders (generally five percent shareholders, applying certain look-through and aggregation rules) increases by more than 50% over such shareholders' lowest percentage ownership during the testing period (generally three years). PG&E Corporation's and the Utility's Amended and Restated Articles of Incorporation, each filed on June 22, 2020, and for PG&E Corporation, as amended by the Certificate of Amendment of Articles of Incorporation, filed on May 24, 2022 (the "Amended Articles") contain restrictions on the direct or indirect acquisition or accumulation of PG&E Corporation's stock. These restrictions prevent any person or entity (including certain groups of persons) from acquiring or accumulating 4.75% or more of the combined value of PG&E Corporation's stock, including common stock and mandatory convertible preferred stock prior to the Restriction Release Date (as defined in the Amended Articles) without approval by the Board of Directors of PG&E Corporation. Shares of PG&E Corporation common stock held directly by the Utility are attributed to PG&E Corporation for income tax purposes and are therefore effectively excluded from the total number of outstanding equity securities when calculating a person's Percentage Stock Ownership (as defined in the Amended Articles) for purposes of the 4.75% ownership limitation in the Amended Articles. Accordingly, although PG&E Corporation had 2,675,580,992 common shares outstanding as of July 23, 2025, only 2,197,837,402 common shares (the number of outstanding shares of common stock less the number of shares held directly by the Utility) count as outstanding for purposes of the ownership restrictions in the Amended Articles with the result that the ownership limitation based on the unadjusted outstanding stock of PG&E Corporation is lower than 4.75% and can vary based on the relative value of the common stock and mandatory convertible preferred stock on any particular date. For example, based on the closing prices of PG&E Corporation's common stock and preferred stock as of July 23, 2025, a person's effective Percentage Stock Ownership limitation for purposes of the Amended Articles as of July 23, 2025 was 3.92% of the combined value of PG&E Corporation's outstanding common and preferred stock. The computation of the Percentage Stock Ownership is complex, and persons considering purchasing PG&E Corporation's stock should consult their own tax advisors regarding the application of the ownership restrictions to their particular situation.

As of the date of this report, it is more likely than not that PG&E Corporation has not undergone an ownership change, and consequently, its net operating loss carryforwards and other tax attributes are not limited by Section 382 of the IRC.

RESULTS OF OPERATIONS

The following discussion presents PG&E Corporation’s and the Utility’s operating results for the three and six months ended June 30, 2025 and 2024. See “Key Factors Affecting Financial Results” above for further discussion about factors that could affect future results of operations.

PG&E Corporation

The consolidated results of operations consist primarily of results related to the Utility, which are discussed in the “Utility” section below. The following table provides a summary of income (loss) attributable to common shareholders for the three and six months ended June 30, 2025 and 2024:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Consolidated Total	\$ 521	\$ 520	\$ 1,128	\$ 1,252
PG&E Corporation	(87)	(41)	(172)	(87)
Utility	\$ 608	\$ 561	\$ 1,300	\$ 1,339

PG&E Corporation’s net loss primarily consists of interest expense on long-term debt.

Utility

The table below shows certain items from the Utility's Condensed Consolidated Statements of Income for the three and six months ended June 30, 2025 and 2024. In general, expenses the Utility is authorized to pass through directly to customers (such as costs to purchase electricity and natural gas, as well as costs to fund public purpose programs) and the corresponding amount of revenues collected to recover those pass-through costs do not impact net income.

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Operating Revenues				
Electric	\$ 4,414	\$ 4,458	\$ 8,549	\$ 8,510
Natural gas	1,484	1,528	3,332	3,337
Total operating revenues	5,898	5,986	11,881	11,847
Operating Expenses				
Cost of electricity	599	763	998	1,084
Cost of natural gas	111	204	607	733
Operating and maintenance	2,854	2,753	5,492	5,384
Wildfire-related claims, net of recoveries	50	(3)	99	(4)
Wildfire Fund expense	109	78	185	156
Depreciation, amortization, and decommissioning	1,073	1,053	2,170	2,075
Total operating expenses	4,796	4,848	9,551	9,428
Operating Income	1,102	1,138	2,330	2,419
Interest income	179	199	293	333
Interest expense	(713)	(750)	(1,368)	(1,404)
Other income, net	83	79	154	158
Income Before Income Taxes	651	666	1,409	1,506
Income tax provision	39	101	102	160
Net Income	612	565	1,307	1,346
Preferred stock dividend requirement	4	4	7	7
Income Available for Common Stock	\$ 608	\$ 561	\$ 1,300	\$ 1,339

Operating Revenues

The Utility's electric and natural gas operating revenues decreased by \$88 million, or 1%, in the three months ended June 30, 2025, compared to the same period in 2024. This decrease was primarily due to:

- approximately \$275 million in interim rate relief authorized in the 2022 WMCE proceeding (see "2022 WMCE Application" below) in the three months ended June 30, 2024, with no comparable revenues in the same period in 2025;
- an approximately \$50 million reduction in revenues related to self-insurance (see "Self-Insurance" in Note 14 of the Notes to the Consolidated Financial Statements in Item 8 of the 2024 Form 10-K) in the three months ended June 30, 2025, as compared to the same period in 2024;
- a decrease in revenues to recover the cost of natural gas (which decreased by approximately \$90 million) in the three months ended June 30, 2025, as compared to costs in the same period in 2024. These costs are passed through to customers and do not impact net income; and
- a decrease in revenues to recover the cost of electricity procurement (which decreased by approximately \$160 million) in the three months ended June 30, 2025, as compared to costs in the same period in 2024. These costs are passed through to customers and do not impact net income.

Partially offset by:

- approximately \$240 million in revenues to recover costs associated with extended operations at DCPD in the three months ended June 30, 2025, with no comparable revenues in the same period in 2024;
- approximately \$190 million in interim rate relief authorized in the 2023 WMCE proceeding (see “2023 Wildfire Mitigation and Catastrophic Events Application” below) in the three months ended June 30, 2025, with no comparable revenues in the same period in 2024;
- an approximately \$80 million increase in the FERC TO formula rate revenue in the three months ended June 30, 2025, compared to the same period in 2024; and
- approximately \$20 million in revenues authorized in the General Office Sale Memorandum Account (“GOSMA”) petition for modification final decision in the three months ended June 30, 2025, with no comparable revenues in the same period in 2024.

The Utility’s electric and natural gas operating revenues increased by \$34 million, or 0%, in the six months ended June 30, 2025, compared to the same period in 2024. This increase was primarily due to:

- approximately \$370 million in revenues to recover costs associated with extended operations at DCPD in the six months ended June 30, 2025, with no comparable revenues in the same period in 2024;
- approximately \$360 million in interim rate relief authorized in the 2023 WMCE proceeding (see “2023 Wildfire Mitigation and Catastrophic Events Application” below) in the six months ended June 30, 2025, with no comparable revenues in the same period in 2024;
- an approximately \$150 million increase in the FERC TO formula rate revenue in the six months ended June 30, 2025, compared to the same period in 2024; and
- approximately \$50 million in revenues authorized in the GOSMA petition for modification final decision in the six months ended June 30, 2025, with no comparable revenues in the same period in 2024.

Partially offset by:

- approximately \$550 million in interim rate relief authorized in the 2022 WMCE proceeding (see “2022 WMCE Application” below) in the six months ended June 30, 2024, with no comparable revenues in the same period in 2025;
- an approximately \$100 million reduction in revenues related to self-insurance (see “Self-Insurance” in Note 14 of the Notes to the Consolidated Financial Statements in Item 8 of the 2024 Form 10-K) in the six months ended June 30, 2025, as compared to the same period in 2024;
- approximately \$60 million in lower revenues related to winter storm response in the six months ended June 30, 2025, as compared to the same period in 2024;
- a decrease in revenues to recover the cost of natural gas (which decreased by approximately \$130 million) in the six months ended June 30, 2025, as compared to costs in the same period in 2024. These costs are passed through to customers and do not impact net income; and
- a decrease in revenues to recover the cost of electricity procurement (which decreased by approximately \$90 million) in the six months ended June 30, 2025, as compared to costs in the same period in 2024. These costs are passed through to customers and do not impact net income.

Cost of Electricity

The Utility's Cost of electricity includes the cost of power purchased from third parties (including renewable energy resources), fuel and associated transmission costs used in its own generation facilities, fuel and associated transmission costs supplied to other facilities under power purchase agreements, costs to comply with California's cap-and-trade program, and realized gains and losses on price risk management activities. See Note 8 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1. Cost of electricity also includes net energy sales (Utility owned and third parties' generation) in the CAISO electricity markets and directly with third parties.

The Cost of electricity decreased by \$164 million, or 21% in the three months ended June 30, 2025, and by \$86 million, or 8% in the six months ended June 30, 2025, compared to the same periods in 2024. These decreases were primarily the result of lower procurement costs, partially offset by higher nuclear fuel amortization in the three and six months ended June 30, 2025, compared to the same periods in 2024.

Cost of Natural Gas

The Utility's Cost of natural gas includes the costs of procurement, storage and transportation of natural gas, costs to comply with California's cap-and-trade program and realized gains and losses on price risk management activities. See Note 8 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1.

The Cost of natural gas decreased by \$93 million, or 46%, in the three months ended June 30, 2025, and by \$126 million, or 17%, in the six months ended June 30, 2025, compared to the same periods in 2024. These decreases were primarily the result of a reduction in GHG emissions expenses and favorable price risk management results, due to less natural gas market price volatility experienced for the present periods, partially offset by increases in natural gas prices and volumes purchased for the present periods, compared to the same periods in 2024.

Operating and Maintenance

The Utility's Operating and maintenance expenses increased by \$101 million, or 4%, in the three months ended June 30, 2025, compared to the same period in 2024. This increase was primarily due to:

- approximately \$220 million in costs associated with extended operations at DCPD in the three months ended June 30, 2025, with no comparable costs in the same period in 2024; and
- approximately \$190 million in interim rate relief authorized in the 2023 WMCE application (see "2023 WMCE Application" below) in the three months ended June 30, 2025, with no comparable costs in the same period in 2024.

Partially offset by:

- the recognition of approximately \$275 million of previously deferred expenses authorized in the 2022 WMCE proceeding (see "2022 WMCE Application" below) in the three months ended June 30, 2024, with no comparable costs in the same period in 2025; and
- the write-off of approximately \$60 million of costs as a result of the CPUC's final decision denying the Pacific Generation application in the three months ended June 30, 2024, with no comparable costs in the same period in 2025. For more information, see "Regulatory Matters" below.

The Utility's Operating and maintenance expenses increased by \$108 million, or 2%, in the six months ended June 30, 2025, compared to the same period in 2024. This increase was primarily due to:

- approximately \$360 million in interim rate relief authorized in the 2023 WMCE application (see "2023 WMCE Application" below) in the six months ended June 30, 2025, with no comparable costs in the same period in 2024; and
- approximately \$340 million in costs associated with extended operations at DCPD in the six months ended June 30, 2025, with no comparable costs in the same period in 2024.

Partially offset by:

- approximately \$550 million of previously deferred expenses authorized in the 2022 WMCE proceeding (see “2022 WMCE Application” below) in the six months ended June 30, 2024, with no comparable costs in 2025;
- the write-off of approximately \$60 million of costs as a result of the CPUC’s final decision denying the Pacific Generation application in the six months ended June 30, 2024, with no comparable costs in the same period in 2025. For more information, see “Regulatory Matters” below; and
- approximately \$60 million in lower costs related to winter storm response in the six months ended June 30, 2025, as compared to the same period in 2024.

Wildfire-Related Claims, Net of Recoveries

The Utility’s Wildfire-related claims, net of recoveries increased by \$53 million, or more than 100%, and \$103 million, or more than 100%, in the three and six months ended June 30, 2025, compared to the same periods in 2024. The Utility recognized pre-tax charges of \$50 million and \$100 million related to the 2019 Kincadee fire in the three and six months ended June 30, 2025, respectively, with no comparable costs in the same periods in 2024.

Wildfire Fund Expense

The Utility’s Wildfire Fund expense increased by \$31 million, or 40%, and \$29 million, or 19%, in the three and six months ended June 30, 2025, compared to the same periods in 2024. These increases were primarily due to accelerated amortization associated with an increase in the Wildfire Fund receivable for the 2021 Dixie fire.

Depreciation, Amortization, and Decommissioning

The Utility’s Depreciation, amortization and decommissioning expenses increased by \$20 million, or 2%, and \$95 million, or 5%, in the three and six months ended June 30, 2025, compared to the same periods in 2024. These increases were primarily due to the growth in plant balance from capital additions.

Interest Income

The Utility’s Interest income decreased by \$20 million, or 10%, and \$40 million, or 12%, in the three and six months ended June 30, 2025, compared to the same periods in 2024. These decreases were primarily due to a decrease in interest rates and interest-bearing account balances in the six months ended June 30, 2025 compared to the same periods in 2024.

Interest Expense

The Utility’s Interest expense decreased by \$37 million, or 5%, and \$36 million, or 3%, in the three and six months ended June 30, 2025 compared to the same periods in 2024. These decreases were primarily due to a decrease in short-term debt with higher, variable interest rates, partially offset by an increase in long-term debt.

Other Income, Net

There was no material change to Other income, net for the periods presented.

Income Tax Provision

The Utility’s Income tax provision decreased by \$62 million, or 61%, and \$58 million, or 36%, in the three and six months ended June 30, 2025, compared to the same periods in 2024, primarily due to higher tax repairs deduction in the three and six months ended June 30, 2025, compared to the same periods in 2024.

The effective tax rates were 7.9% and 8.1%, and 15.2% and 10.6%, for the three and six months ended June 30, 2025 and 2024, respectively. The Utility's effective tax rate is below the federal statutory rate of 21% for 2025 and 2024 primarily due to the effect of federal flow-through ratemaking treatment for certain property-related costs. For these temporary tax differences, the Utility recognizes the deferred tax impact in the current period and records offsetting regulatory assets and liabilities. Therefore, the Utility's effective tax rate is impacted as these differences arise and reverse. The Utility recognizes such differences as regulatory assets or liabilities as it is probable that these amounts will be recovered from or returned to customers in future rates. These amounts also reflect the impact of the amortization of excess deferred tax benefits to be refunded to customers as a result of the Tax Cuts and Jobs Act of 2017.

Import Tariffs

PG&E Corporation and the Utility are assessing the impacts of changes to import tariffs, which could increase the costs they pay for goods and services, and their ability to mitigate such cost increases, including through operational, contractual, or regulatory initiatives.

LIQUIDITY AND FINANCIAL RESOURCES

Overview

PG&E Corporation and the Utility expect to be able to generate and obtain adequate cash to meet their cash requirements in the short term and in the long term.

PG&E Corporation and the Utility rely on access to debt and equity markets and credit facilities to finance their capital requirements and support their liquidity needs. The CPUC authorizes the Utility's capital structure, the aggregate amount of long-term and short-term debt that the Utility may issue, and the revenue requirements the Utility is able to collect to recover its cost of service. The Utility generally utilizes retained earnings, equity contributions from PG&E Corporation and long-term debt issuances to maintain its CPUC-authorized long-term capital structure consisting of 52% common equity, 47.5% long-term debt, and 0.5% preferred equity and relies on short-term debt, including its revolving credit facilities, to fund temporary financing needs. The CPUC granted the Utility a temporary waiver from compliance with its authorized regulatory capital structure until June 2025. As of June 30, 2025, the waiver expired. As of June 30, 2025, the Utility was in compliance with its authorized regulatory capital structure.

PG&E Corporation's ability to fund operations, make scheduled principal and interest payments, fund equity contributions to the Utility, and pay dividends depends on the level of cash on hand, cash received from the Utility, and PG&E Corporation's access to the capital and credit markets. Generally, PG&E Corporation and the Utility expect that capital expenditures, debt maturities, and PG&E Corporation capital stock dividends will exceed operating cash flows. As a result, they expect to finance future cash needs in excess of operating cash flows primarily through the capital and credit markets.

PG&E Corporation and the Utility have various contractual commitments which impact cash requirements. These commitments are discussed in "Purchase Commitments" in Note 11 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1.

As of June 30, 2025, PG&E Corporation and the Utility had access to approximately \$7.5 billion of total liquidity comprised of \$236 million of the Utility's Cash and cash equivalents, \$258 million of PG&E Corporation's Cash and cash equivalents, \$1.3 billion of availability under the Utility's Receivables Securitization Program, and \$5.7 billion of availability under PG&E Corporation's and the Utility's revolving credit facilities.

Credit Ratings

Credit ratings impact the cost and availability of short-term borrowings, including credit facilities, and long-term debt costs. In addition, some of the Utility's commodity contracts contain collateral posting provisions tied to the Utility's unsecured credit rating from each of the major credit rating agencies. Contracts which may require collateral postings include the Utility's power and natural gas commodity, transportation, services, and environmental products agreements. Because the Utility's unsecured credit rating remains below investment grade with two of the major credit rating agencies, the Utility generally does not receive unsecured credit from its energy procurement counterparties, and it may be required to increase its collateral postings if its credit rating is downgraded.

Cash, Cash Equivalents, Restricted Cash, and Restricted Cash Equivalents

Cash and cash equivalents consist of cash and short-term, highly liquid investments with original maturities of three months or less. PG&E Corporation and the Utility maintain separate bank accounts and primarily invest their cash in money market funds. In addition to Cash and cash equivalents, the Utility holds Restricted cash and restricted cash equivalents that primarily consist of AB 1054 and SB 901 fixed recovery charge collections that are to be used to service the associated bonds. As of June 30, 2025, PG&E Corporation and the Utility had cash and cash equivalents of \$258 million and \$236 million, respectively.

As of June 30, 2025, the Utility had contributed \$962 million to Pacific Energy Risk Solutions, LLC, its wholly-owned subsidiary and captive insurance company for the administration of wildfire liability self-insurance. As of June 30, 2025, \$8 million was classified as Restricted cash and restricted cash equivalents due to minimum capital and surplus requirements, \$3 million was classified as Cash and cash equivalents, and \$969 million, measured at fair value, was classified as Wildfire self-insurance asset. For more information about wildfire liability self-insurance, see “Self-Insurance” in Note 10 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1.

Financial Resources

Equity Financings

PG&E Corporation has completed the planned equity financing for its \$63 billion capital expenditure plan for 2024 through 2028. Factors that could affect PG&E Corporation’s planned equity issuances include liquidity and cash flow needs, capital expenditures, interest rates, its share price, its earnings, the timing and outcome of ratemaking proceedings, the timing and terms of other financings, and the outcome of the Wildfire-Related Securities Claims. See “Wildfire-Related Securities Litigation” in Note 10 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1.

Debt Financings

Utility

The Utility generally issues first mortgage bonds and secured debt to meet its long-term funding requirements.

On February 24, 2025, the Utility completed the sale of (i) \$1.0 billion aggregate principal amount of 5.700% First Mortgage Bonds due 2035 and (ii) \$750 million aggregate principal amount of 6.150% First Mortgage Bonds due 2055. The Utility used the net proceeds of such issuances for (i) the repayment of all of its \$600 million aggregate principal amount of 3.500% First Mortgage Bonds due June 15, 2025, and (ii) the repayment of all of its \$450 million aggregate principal amount of 4.950% First Mortgage Bonds due June 8, 2025. The Utility used the remaining net proceeds from the offerings for general corporate purposes.

On June 4, 2025, the Utility completed the sale of (i) \$400 million aggregate principal amount of 5.000% First Mortgage Bonds due 2028 and (ii) \$850 million aggregate principal amount of 6.000% First Mortgage Bonds due 2035. The Utility expects to use the net proceeds of such issuances for repayment of a portion of its \$1.9 billion aggregate principal amount 3.15% First Mortgage Bonds due January 1, 2026.

Credit Facilities and Term Loans

Utility

As of June 30, 2025, PG&E Corporation and the Utility had \$650 million and \$5.0 billion available under their respective \$650 million and \$5.4 billion revolving credit facilities. The Utility also has access to the \$1.3 billion Receivables Securitization Program, under which the Utility may borrow the lesser of the facility limit and the facility availability. Further, the facility availability may vary based on the amount of accounts receivable that the Utility owns that are eligible for sale to the SPV and the portion of those accounts receivable that are sold to the SPV that are eligible for advances by the lenders under the Receivables Securitization Program.

On April 11, 2025, the Utility amended its existing \$525 million term loan agreement to extend the maturity to April 10, 2026. The loan bears interest based on the Utility’s election of either (1) Term Secured Overnight Financing Rate (“SOFR”) (plus a 0.10% credit spread adjustment) plus an applicable margin of 1.375% or (2) the alternative base rate plus an applicable margin of 0.375%.

On June 23, 2025, the Utility amended its existing revolving credit agreement to, among other things, (i) extend the maturity date of such agreement to June 21, 2030, (ii) increase the aggregate commitments from \$4.4 billion to \$5.4 billion and (iii) modify both the interest rate pricing grid and commitment fee pricing grid.

On June 26, 2025, the Utility and the SPV amended the existing \$1.5 billion Receivables Securitization Program to, among other things (i) extend the scheduled termination date from June 26, 2026 to June 25, 2027 and (ii) allow the Utility and the SPV to request an increase to the commitments by an additional aggregate amount up of to \$250 million, subject to the satisfaction of certain terms and conditions.

PG&E Corporation

On June 23, 2025, PG&E Corporation amended its existing revolving credit agreement to, among other things, (i) extend the maturity date of such agreement to June 22, 2028, (ii) increase the aggregate commitments from \$500 million to \$650 million, and (iii) modify both the interest rate pricing grid and commitment fee pricing grid.

For more information, see “Credit Facilities and Term Loans” in Note 4 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1.

Other Financings

DOE Loan Guarantee Agreement

On January 17, 2025, the Utility entered into the following agreements: (1) the DOE Loan Guarantee Agreement; (2) a note purchase agreement dated as of January 17, 2025 (the “Note Purchase Agreement”), among the Utility, the Federal Financing Bank (“FFB”), and the DOE; and (3) a future advance promissory note dated January 17, 2025, made by the Utility to FFB (the “Note” and together with the Note Purchase Agreement, the “FFB Note Documents”).

The FFB Note Documents provide for a multi-advance term loan facility (the “Facility”), under which the Utility may make quarterly term loan borrowings through FFB, subject to satisfaction of certain conditions. Proceeds of the advances under the Facility are to be used by the Utility to reimburse for “Eligible Project Costs” previously incurred and either expended or accrued by the Utility in connection with projects that the DOE has determined to be “Eligible Projects” (each as defined in the DOE Loan Guarantee Agreement). The aggregate amount of advances under the Facility may not exceed \$15 billion.

As of the date of this report, the Utility has not borrowed any advances under the Facility. The Utility is not able to predict the timing or amount of any funds it may receive from the Facility in the future as a result of the recent change in the administration.

For more information about the DOE Loan Guarantee Agreement, see “Liquidity and Financial Resources” in Item 7: “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of the 2024 Form 10-K.

Citizens Energy Corporation

On January 29, 2025, the Utility entered into an amended and restated agreement with Citizens Energy Corporation (“Citizens”) pursuant to which the Utility may lease to Citizens entitlements to certain transmission assets. A portion of the costs associated with each project that is expected to be subject to such a lease will be excluded from the Utility’s FERC transmission rates for the duration of the applicable lease. The Utility may offer Citizens up to five lease options over the term of the agreement, for a total investment by Citizens of up to \$1.0 billion. If Citizens exercises and the parties close on a lease option, the Utility will receive an upfront payment as prepaid rent for that lease, which is expected to average approximately \$200 million per lease, and the rate base associated with the leased entitlements will go into Citizens’ rate base, rather than the Utility’s, for 30 years. The transactions contemplated by the agreement are subject to FERC and CPUC approvals.

Dividends

Utility

On each of November 29, 2024 and February 20, 2025, the Board of Directors of the Utility declared dividends on its outstanding series of preferred stock totaling \$3.5 million, which were paid on February 18 and May 15, 2025, to holders of record as of January 31 and April 30, 2025. On May 22, 2025, the Board of Directors of the Utility declared dividends on its outstanding series of preferred stock totaling \$3.5 million, payable on August 15, 2025, to holders of record as of July 31, 2025.

On each of February 20 and May 22, 2025, the Board of Directors of the Utility declared common stock dividends of \$575 million, which were paid to PG&E Corporation on March 18 and May 30, 2025, respectively.

PG&E Corporation

On each of November 29, 2024, February 20, and May 22, 2025, the Board of Directors of PG&E Corporation declared a quarterly common stock dividend of \$0.025 per share, each declaration totaling \$55 million, which were paid on January 15, April 15, and July 15, 2025, to holders of record as of December 31, 2024, March 31, and June 30, 2025, respectively.

On December 12, 2024, the Board of Directors of PG&E Corporation declared a cash dividend in the amount of \$0.7167 per mandatory convertible preferred share, totaling \$23 million, which was paid on February 27, 2025, to holders of record as of February 14, 2025. On February 20, 2025, the Board of Directors of PG&E Corporation declared a cash dividend in the amount of \$0.75 per mandatory convertible preferred share, totaling \$24 million, which was paid on May 29, 2025, to holders of record as of May 15, 2025. On May 22, 2025, the Board of Directors of PG&E Corporation declared a cash dividend in the amount of \$0.75 per mandatory convertible preferred share, totaling \$24 million, payable on September 1, 2025, to holders of record as of August 15, 2025.

Utility Cash Flows

PG&E Corporation's condensed consolidated cash flows consist primarily of cash flows related to the Utility. The following discussion presents the Utility's cash flows for the six months ended June 30, 2025 and 2024.

The Utility's cash flows were as follows:

(in millions)	Six Months Ended June 30,	
	2025	2024
Net cash provided by operating activities	\$ 4,087	\$ 3,114
Net cash used in investing activities	(6,268)	(5,225)
Net cash provided by financing activities	1,661	2,671
Net change in cash, cash equivalents, restricted cash, and restricted cash equivalents	\$ (520)	\$ 560

Operating Activities

Net cash provided by operating activities increased by \$973 million, or 31%, during the six months ended June 30, 2025 as compared to the same period in 2024. This increase was primarily due to:

- an increase in collections driven in part by recoveries related to DCPD extended operations and 2023 WMCE interim rate relief;
- a decrease in non-wildfire related insurance costs;
- a decrease in payments for employee benefits;
- a decrease in cost of energy as a result of lower carbon allowance purchases; and
- a decrease in wildfire-related payments, net of recoveries.

The Utility's cash flows from operating activities primarily consist of receipts from customers less payments of cash operating expenses. The Utility's receipts from customers are expected to increase primarily as a result of increases in the Utility's rate base and from cost recovery applications (see "Cost Recovery Proceedings" below for more information).

Future cash flow from operating activities will be affected by various factors, including:

- the timing and amount of costs in connection with the 2019 Kincadee fire, the 2021 Dixie fire, and the 2022 Mosquito fire and the timing and amount of any potential related insurance, Wildfire Fund, and regulatory recoveries;

- the timing and amount of costs in connection with future wildfires and the timing and amount of any potential related insurance, including funds available from self-insurance and the Wildfire Fund (see “Wildfire Fund under AB 1054” in Note 10 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1);
- the timing and amount of costs in connection with the portion of the 2023-2025 WMP that are being recovered through rates and the portion of the costs previously incurred in connection with the 2021-2022 WMP that are not currently being recovered through rates (see “Regulatory Matters” below for more information);
- the timing and outcomes of the Utility’s pending and future ratemaking and regulatory proceedings, including the extent to which PG&E Corporation and the Utility are able to recover their costs through regulated rates as recorded in memorandum accounts or balancing accounts, or as otherwise requested; and
- the timing and amount of electric and natural gas commodity price volatility and differences between commodity costs and revenue collections.

PG&E Corporation and the Utility do not have any off-balance sheet arrangements that have had, or are reasonably likely to have, a current or future material effect on their financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures, or capital resources, other than those discussed under “Purchase Commitments” in Note 11 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1.

Investing Activities

The following table summarizes changes in key components of the Utility’s investing cash flows for the six months ended June 30, 2025, compared to June 30, 2024.

(in millions)	Six Months Ended June 30,
Cash used in investing activities - 2024	\$ (5,225)
Capital expenditures	(764)
Net purchases related to customer credit trust investments	(236)
Other investing activities	(43)
Net increase in cash used in investing activities	(1,043)
Cash used in investing activities - 2025	\$ (6,268)

Net cash used in investing activities increased by \$1.0 billion, or 20%, during the six months ended June 30, 2025 as compared to the same period in 2024. This increase was primarily due to a \$349 million payment for the purchase of Oakland Headquarters, as discussed in Note 2 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1, and an increase in capital work related to electric operations. In addition, there was a \$236 million increase in purchases of customer credit trust investments, net of proceeds from sales.

The Utility’s investing activities primarily consist of the construction of new and replacement facilities necessary to provide safe and reliable electricity and natural gas services to its customers. Cash used in investing activities also includes the proceeds from sales of nuclear decommissioning trust, customer credit trust, and self-insurance investments which are partially offset by the amount of cash used to purchase new nuclear decommissioning trust, customer credit trust, and self-insurance investments. The funds in the decommissioning trusts, along with accumulated earnings, are used exclusively for decommissioning and dismantling the Utility’s nuclear generation facilities. Pursuant to SB 901, the funds in the customer credit trust, along with accumulated earnings, are used exclusively to fund a monthly credit to customers.

Future cash flows used in investing activities are largely dependent on the timing and amount of capital expenditures. The Utility estimates that it will incur \$12.9 billion of capital expenditures in 2025.

Financing Activities

The following table summarizes changes in key components of the Utility's financing cash flows for the six months ended June 30, 2025, compared to June 30, 2024.

(in millions)	Six Months Ended June 30,
Cash provided by financing activities - 2024	\$ 2,671
Net borrowings under credit facilities	(511)
Issuance of long-term debt	714
Repayments of long-term debt	(600)
Dividend payments	(200)
Proceeds from DWR loan	(600)
Other financing activities	187
Net decrease in cash provided by financing activities	(1,010)
Cash provided by financing activities - 2025	\$ 1,661

Net cash provided by financing activities decreased by \$1.0 billion, or 38%, during the six months ended June 30, 2025 as compared to the same period in 2024. The decrease was primarily due to:

- \$600 million increase in repayments related to long-term debt;
- \$600 million decrease in proceeds related to the DWR loan; and
- \$511 million decrease in net borrowings under credit facilities.

Partially offset by:

- \$714 million increase in proceeds related to issuance of long-term debt.

Cash provided by or used in financing activities is driven by the Utility's financing needs, which depend on the level of cash provided by or used in operating activities, the level of cash provided by or used in investing activities, the conditions in the capital markets, and the maturity date or prepayment date of existing debt instruments. Additionally, the Utility's future cash flows from financing activities will be affected by the timing and outcome of the Utility's financings, dividend payments, and equity contributions from PG&E Corporation.

LITIGATION MATTERS

PG&E Corporation and the Utility have significant contingencies arising from their operations, including contingencies related to the enforcement and litigation matters described in Notes 10 and 11 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1 and in "Regulatory Matters" below that are incorporated by reference herein. The outcome of these matters, individually or in the aggregate, could have a material effect on PG&E Corporation's and the Utility's financial condition, results of operations, liquidity, and cash flows.

REGULATORY MATTERS

The Utility is subject to substantial regulation by the CPUC, the FERC, the OEIS, the Nuclear Regulatory Commission ("NRC"), and other federal and state regulatory agencies. The resolutions of the proceedings described below and other proceedings may materially affect PG&E Corporation's and the Utility's financial condition, results of operations, liquidity, and cash flows. Except as otherwise noted, PG&E Corporation and the Utility are unable to predict the timing or outcome of the following proceedings.

During the quarter ended June 30, 2025 and through the date of this filing, key updates to regulatory matters include the following:

- On July 25, 2025, the CPUC issued a PD that would increase the cost cap for 2025 and 2026 by an aggregate \$2.38 billion in connection with the Order Instituting Rulemaking to Establish Energization Timelines.

- On June 2, 2025, the Utility filed an unopposed all-party settlement with intervenors for an additional \$461 million revenue requirement, which is incremental to the previously approved interim rate relief for the 2023 WMCE.
- On May 15, 2025, the Utility filed its 2027 GRC application with the CPUC.

Cost Recovery Proceedings

Periodically, costs arise that could not have been anticipated by the Utility during CPUC GRC proceedings or that have been deliberately excluded from such proceedings. For instance, these costs may result from catastrophic events, changes in regulation, or extraordinary changes in operating practices. The Utility may seek authority to track incremental costs in a memorandum account and the CPUC may later authorize recovery of costs tracked in memorandum accounts if the costs are deemed incremental and prudently incurred. The CPUC may also authorize balancing accounts with limitations or caps on cost recovery. These accounts, which include the CEMA, WEMA, Fire Hazard Prevention Memorandum Account (“FHPMA”), FRMMA, WMPMA, VMBA, Wildfire Mitigation Balancing Account (“WMBA”), and Microgrids Memorandum Account (“MGMA”), among others, allow the Utility to track the costs associated with work related to disaster and wildfire response, other wildfire prevention-related costs, and certain third-party wildfire claims. While the Utility generally expects such costs to be recoverable, the CPUC may authorize the Utility to recover less than the full amount of its costs.

In recent years, the Utility has recorded significant amounts to these accounts. Because rate recovery may require CPUC authorization of the costs in these accounts, there can be a delay between when the Utility incurs costs and when it may recover those costs. As of June 30, 2025, the Utility had recorded an aggregate amount of approximately \$3.1 billion in costs for the CEMA, WEMA, FRMMA, WMPMA, VMBA, WMBA, and MGMA. Of these costs, approximately \$0.6 billion was authorized for recovery and accounted for as current, and \$2.5 billion was accounted for as long term as of June 30, 2025. See Note 3 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1.

If the amount of the costs recorded in these accounts continues to increase, or the delay between incurring and recovering costs lengthens, PG&E Corporation and the Utility may incur additional financing costs. If the Utility does not recover the full amount of its recorded costs, the difference between the recorded and recovered amounts would be written off as a non-cash disallowance. Such disallowances could materially affect PG&E Corporation’s and the Utility’s financial condition, results of operations, liquidity, and cash flows.

For more information, see Note 3 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1, and “Wildfire Mitigation and Catastrophic Events Cost Recovery Applications” and “Wildfire and Gas Safety Costs Recovery Application” below.

The Utility’s cost recovery proceedings for the costs described above that are pending, have pending appeals, or were completed during the six months ended June 30, 2025 are summarized in the following table:

Proceeding	Request ⁽¹⁾	Status
2022 WMCE	Revenue requirement of approximately \$1.29 billion	Filed December 2022. Decision authorizing \$1.1 billion of interim rate relief adopted June 2023. Partial settlement filed December 2023.
2023 WMCE	Revenue requirement of approximately \$1.86 billion	Application filed December 2023. Decision authorizing \$944 million of interim rate relief adopted September 2024. Partial settlement filed June 2025.
2024 WMCE	Revenue requirement of approximately \$435 million	Application filed November 2024.
2023 WGSC	Revenue requirement of approximately \$688 million	Application filed June 2023. Decision authorizing \$516 million of interim rate relief adopted March 2024.

⁽¹⁾ The revenue requirement amounts requested do not include interest.

Wildfire Mitigation and Catastrophic Events Cost Recovery Applications

2022 WMCE Application

On December 15, 2022, the Utility filed an application with the CPUC requesting cost recovery of approximately \$1.36 billion of recorded expenditures, resulting in a proposed revenue requirement of approximately \$1.29 billion (the “2022 WMCE application”). The costs addressed in the 2022 WMCE application reflect costs related to wildfire mitigation and certain catastrophic events, as well as implementation of various customer-focused initiatives. These costs were incurred primarily in 2021.

The recorded expenditures consist of \$1.2 billion in expenses and \$136 million in capital expenditures. On June 8, 2023, the CPUC adopted a final decision granting the Utility interim rate relief of \$1.1 billion to be recovered over 12 months, which went into effect July 1, 2023. The remaining \$224 million will be recovered to the extent it is approved after the CPUC issues a final decision for such requested rate relief. Cost recovery requested in the 2022 WMCE application is subject to the CPUC’s reasonableness review, which could result in some or all of the interim rate relief being subject to refund. See “2022 WMCE Interim Rate Relief Subject to Refund” in Note 11 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1.

On December 22, 2023, the Utility filed an unopposed joint settlement with intervenors for an additional \$70 million revenue requirement, which is incremental to the previously approved interim rate relief. If the CPUC adopts the settlement agreement, it would resolve all costs recorded to accounts other than the VMBA and the WMBA. The settlement agreement did not address the Utility’s revenue requirement request of \$916 million associated with costs recorded to the VMBA or the WMBA, for which cost recovery will be determined separately by the CPUC.

On December 19, 2024, the CPUC extended the statutory deadline to resolve the remaining issues in the proceeding to September 30, 2025.

2023 WMCE Application

On December 1, 2023, the Utility filed an application with the CPUC requesting cost recovery of approximately \$2.18 billion of recorded expenditures, resulting in a proposed revenue requirement of approximately \$1.86 billion (the “2023 WMCE application”). The costs addressed in the 2023 WMCE application reflect costs related to wildfire mitigation and certain catastrophic events, as well as implementation of various customer-focused initiatives. These costs were incurred primarily in 2022.

The recorded expenditures consist of \$1.6 billion in expenses and \$559 million in capital expenditures. Of these amounts, approximately 15% of expense, or \$239 million, and 30% of capital expenditures, or \$167 million, relate to the Utility’s response to the 2022-2023 extreme winter storms CEMA event.

On September 16, 2024, the CPUC issued a final decision on interim rate recovery that grants the Utility interim rate relief of \$944 million, plus interest, subject to refund, to be recovered over at least 17 months starting October 1, 2024. The remaining \$914 million, plus interest, would be recovered to the extent it is approved after the CPUC issues a final decision. Cost recovery requested in the 2023 WMCE application is subject to the CPUC’s reasonableness review, which could result in some or all of the interim rate relief being subject to refund.

On April 14, 2025, the CPUC issued a PD that would extend the statutory deadline in this matter to December 1, 2025.

On June 2, 2025, the Utility filed an unopposed all-party settlement with intervenors for an additional \$461 million revenue requirement, which is incremental to the previously approved interim rate relief. If the CPUC adopts the settlement agreement, it would resolve all costs recorded to accounts other than the VMBA. The settlement agreement did not address the Utility’s revenue requirement request of \$833 million associated with costs recorded to the VMBA, for which cost recovery will be determined separately by the CPUC.

2024 WMCE Application

On November 21, 2024, the Utility filed an application with the CPUC requesting cost recovery of approximately \$596 million of recorded expenditures in the CEMA and other accounts, resulting in a revenue requirement of approximately \$435 million (the “2024 WMCE application”). The costs addressed in the 2024 WMCE application include those incurred in connection with rebuild and restoration activities, certain catastrophic wildfire and weather events, and other programs supporting gas, customer, and climate initiatives. These costs were incurred primarily in 2023.

The recorded expenditures consist of \$80 million in expense and \$516 million in capital expenditures. Of these amounts, approximately \$50 million of expense and \$396 million of capital expenditures relate to community rebuild and restoration activities and other catastrophic events included in the CEMA.

Wildfire and Gas Safety Costs Recovery Application

On June 15, 2023, the Utility filed a WGSC application with the CPUC requesting cost recovery of approximately \$2.5 billion of recorded expenditures related to wildfire mitigation costs and gas safety and electric modernization costs.

The recorded expenditures for wildfire mitigation consist of \$726 million in expenses and \$1.5 billion in capital expenditures and cover activities during the years 2020 to 2022. The recorded expenditures for gas safety and electric modernization efforts consist of \$120 million in expenses and \$118 million in capital expenditures and cover activities during the years 2017 to 2022. If approved, the requested cost recovery would result in an aggregate revenue requirement of \$688 million. The costs addressed in the WGSC application are incremental to those previously authorized in the Utility’s 2020 GRC and other proceedings.

The Utility recorded these costs to the memorandum and balancing accounts as set forth in the following table:

(in millions)	Recorded Costs	
WMPMA	\$	2,095
FRMMA		165
Gas storage balancing account		101
In line inspection memorandum account		92
Other		45
Total	\$	2,498

In connection with the WGSC application, the Utility also requested interim rate relief of \$583 million. The remaining \$105 million would be recovered after the CPUC issues a final decision. On March 7, 2024, the CPUC approved a final decision authorizing the Utility to recover \$516 million in interim rates to be recovered over at least 12 months starting April 1, 2024.

On June 12, 2025, the CPUC issued a decision extending the statutory deadline in the proceeding from June 30, 2025 to March 31, 2026.

Forward-Looking Rate Cases

The Utility routinely participates in forward-looking rate case applications before the CPUC and the FERC. Those applications include GRCs, where the revenue required for general operations (“base revenue”) of the Utility is assessed and reset. In addition, the Utility is periodically involved in “cost of capital” proceedings to adjust its regulated return on rate base. The Utility’s future earnings will depend on the revenue requirements authorized in such rate cases. The Utility also expects to file its SB 884 cost application with the CPUC after the OEIS approves guidelines. See “SB 884 10-Year Distribution Undergrounding Program” below.

Decisions in GRC proceedings have historically been expected prior to the commencement of the period to which the rates would apply. In recent decades, decisions in GRC proceedings have been delayed. Delayed decisions may cause the Utility to develop its budgets based on possible outcomes, rather than authorized amounts. When decisions are delayed, the CPUC typically provides rate relief to the Utility effective as of the commencement of the rate case period (not effective as of the date of the delayed decision). Nonetheless, the Utility's spending during the period of the delay may exceed the authorized amount, without an ability for the Utility to seek cost recovery of such excess. If the Utility's spending during the period of the delay is less than the authorized amount, the Utility could be exposed to operational and financial risks associated with the lower level of work achieved compared to that funded by the CPUC.

The Utility's forward-looking rate cases that are pending, have pending appeals, or were completed during the quarter ended June 30, 2025 are summarized in the following table:

Rate Case	Request	Status
Energization Timelines OIR	Capital cost cap increase of \$3.13 billion for 2025 and 2026	PD authorizing \$2.38 billion increase for 2025 and 2026 cost cap issued in July 2025.
2027 GRC	Revenue requirement of \$16.64 billion for 2027	Filed May 2025. A decision is requested by the fourth quarter of 2026.
2026 Cost of Capital	Increase ROE to 11.30% and cost of debt to 5.05%	Filed March 2025.
Transmission Owner Rate Case for 2024	Revenue requirement of \$2.78 billion for 2024	Accepted December 2023, except as to CAISO adder. Appeal of FERC's order regarding CAISO adder denied July 2025. All other issues settled March 2025.

Energization Timelines Order Instituting Rulemaking

As previously disclosed, on July 16, 2024, the CPUC issued a final decision approving a memorandum account with interim rate relief for the Utility to recover energization costs incremental to the forecasts of the Utility's Phase 1 2023 GRC, subject to annual caps and reasonableness review in the 2027 GRC application. The overall expenditure cap was set at \$2.26 billion for the period of 2024 to 2026. The decision also permitted the Utility to request revisions to the 2025 and 2026 cap amounts under certain conditions. On October 4, 2024, the Utility filed a motion to increase the 2025 and 2026 cap amounts by an aggregate \$3.13 billion.

On July 25, 2025, the administrative law judge issued a PD that would increase the cost cap for 2025 and 2026 by an aggregate \$2.38 billion.

2027 General Rate Case

On May 15, 2025, the Utility filed its 2027 GRC application with the CPUC. In the 2027 GRC, the CPUC will determine the annual amount of revenue requirements that the Utility will be authorized to collect through rates from 2027 through 2030 to recover its anticipated costs for gas distribution, transmission and storage, electric distribution, and electric generation and to provide the Utility an opportunity to earn its authorized rate of return.

The table below compares the portion of CPUC jurisdictional revenue requirements and weighted-average rate base that are requested in the GRC proceeding from 2027 through 2030 to the amounts adopted for 2026 in the 2023 GRC and other cost recovery proceedings:

Year	Requested revenue requirement (in billions)	Requested weighted-average GRC rate base
2026 (as adopted)	\$ 15.4	54.0
2027	16.6	67.0
2028	17.7	73.4
2029	18.7	79.4
2030	19.9	85.4

In the 2027 GRC application, the Utility proposed various safety, resiliency, and clean energy investments. Among other things, the Utility proposed to invest a total of approximately \$45.0 billion between 2027 and 2030 in CPUC-jurisdictional assets. The proposed investments would support wildfire safety (including undergrounding 307 miles of electrical lines each year until a 10-year undergrounding plan is approved), grid modernization, gas system safety, clean energy, and resilience.

In addition, the Utility requested authorization to establish new balancing accounts for new business capital spend and employee medical expenses.

The Utility is not seeking recovery of compensation of PG&E Corporation’s and the Utility’s officers within the scope of 17 Code of Federal Regulations 240.3b-7.

In its application, in accordance with the CPUC’s standard rate case plan schedule, the Utility requests that the CPUC issue a PD by November 1, 2026. It also requests that the 2027 GRC rates be effective January 1, 2027.

Cost of Capital Proceedings

2026 Cost of Capital Application

On March 20, 2025, the Utility (along with the other IOUs in California) submitted its 2026 Cost of Capital application. These applications set the cost of capital, ROE, cost of preferred stock, and cost of debt for the Utility’s electric generation, electric distribution, natural gas distribution, and natural gas transmission and storage rate base beginning on January 1, 2026.

In the application, the Utility requests the following cost of capital rates:

	Cost	Weight	Weighted Cost
Return on Common Equity	11.30 %	52.00%	5.88%
Return on Preferred Equity	5.52 %	0.30%	0.02%
Return on Long-term debt	5.05 %	47.70%	2.41%

The application also requests CPUC approval of a revenue credit to return the benefit of potential DOE loan draws to customers, and a temporary yield spread adjustment to compensate the Utility for its actual cost of short-term debt. The scoping memo issued by the CPUC provides for a procedural schedule that would provide a final decision in 2025.

Transmission Owner Rate Cases

Transmission Owner Rate Case for 2024 (the “TO21” rate case)

On October 13, 2023, the Utility filed its TO21 rate case with the FERC. In the filing, the Utility forecasted a 2024 retail electric transmission revenue requirement of \$2.83 billion. The Utility requested that FERC approve a 12.37% base ROE as well as a 0.5% adder for its participation in the CAISO. The TO21 filing also addresses the Utility’s capital structure and several new issues including wildfire self-insurance recovery from transmission customers.

On December 29, 2023, the FERC issued an order accepting the TO21 filing subject to refund, establishing a January 1, 2024 effective date, and establishing a settlement and hearing process, but denying the 0.5% ROE adder for participation in the CAISO, which results in a forecast transmission revenue requirement of \$2.78 billion. On January 29, 2024, the Utility filed a request for rehearing of the FERC’s denial of the 0.5% ROE adder for participation in the CAISO. On June 12, 2024, the FERC issued an order denying the Utility’s request for rehearing. On June 18, 2024, the Utility and other California IOUs filed an appeal of the FERC’s order denying the Utility’s request for rehearing. On July 11, 2025, the Ninth Circuit Court of Appeals denied the utilities’ joint appeal.

On March 21, 2025, the Utility filed with the FERC a settlement in the TO21 rate case. The settlement would resolve all contested issues in the proceeding, as well as specific wildfire cost recovery issues raised by stakeholders in prior proceedings related to the Utility’s TO tariff. The settlement would set a base ROE of 10.38%. The settlement would set a fixed capital structure with common equity weighted at 50.0%, preferred equity at 0.3%, and long-term debt at 49.7%.

Other Regulatory Proceedings

2023-2025 Wildfire Mitigation Plan

The Utility submitted an updated 2025 WMP on April 2, 2024, as directed by the OEIS. On November 19, 2024, the OEIS issued a final approval of the Utility's 2025 WMP update. On January 16, 2025, the CPUC ratified the OEIS's approval.

On December 5, 2024, the Utility filed a change order request to update some of the forecasted work in the WMP for 2025. On February 10, 2025, the OEIS issued a decision approving both initiatives in the change order request.

2026-2028 Wildfire Mitigation Plan

On April 4, 2025, the Utility submitted its 2026-2028 WMP to the OEIS. The 2026-2028 WMP provides a comprehensive overview of the Utility's wildfire mitigation strategy and incorporates lessons learned from previous years and emerging best practices.

SB 884 10-Year Distribution Undergrounding Program

On March 7, 2024, the CPUC approved a resolution that establishes an expedited utility distribution infrastructure undergrounding program pursuant to Public Utilities Code Section 8388.5. The resolution addresses the process and requirements for the CPUC's review of any large electrical corporation's 10-year distribution infrastructure undergrounding plan and conditional approval of its related costs.

On February 20, 2025, the OEIS adopted final program guidelines. The OEIS has indicated that it will issue separate compliance guidelines.

The Utility expects to submit its undergrounding plan to the OEIS in late 2025, before submitting its cost application to the CPUC, as directed in Public Utilities Code Section 8388.5.

ENVIRONMENTAL MATTERS

The Utility's operations are subject to extensive federal, state, and local laws and permits relating to the protection of the environment and the safety and health of the Utility's personnel and the public. These laws and requirements relate to a broad range of the Utility's activities, including the remediation of hazardous substances; the reporting and reduction of carbon dioxide and other GHG emissions; the discharge of pollutants into the air, water, and soil; the reporting of safety and reliability measures for natural gas storage facilities; and the transportation, handling, storage, and disposal of spent nuclear fuel. See "Environmental Remediation Contingencies" in Note 11 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1 of this Quarterly Report on Form 10-Q, as well as Item 1A: "Risk Factors" and Note 15 of the Notes to the Consolidated Financial Statements in Item 8 of the 2024 Form 10-K.

RISK MANAGEMENT ACTIVITIES

There have been no material changes to the Utility's or PG&E Corporation's risk management activities previously disclosed in the 2024 Form 10-K.

CRITICAL ACCOUNTING ESTIMATES

There have been no material changes to the Utility's or PG&E Corporation's critical accounting policies, as previously disclosed in Item 7 of the 2024 Form 10-K.

ACCOUNTING STANDARDS ISSUED BUT NOT YET ADOPTED

See Note 2 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1.

ITEM 1. CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

PG&E CORPORATION

CONDENSED CONSOLIDATED STATEMENTS OF INCOME

(in millions, except per share amounts)

	(Unaudited)			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Operating Revenues				
Electric	\$ 4,414	\$ 4,458	\$ 8,549	\$ 8,510
Natural gas	1,484	1,528	3,332	3,337
Total operating revenues	5,898	5,986	11,881	11,847
Operating Expenses				
Cost of electricity	599	763	998	1,084
Cost of natural gas	111	204	607	733
Operating and maintenance	2,860	2,757	5,506	5,393
Wildfire-related claims, net of recoveries	50	(3)	99	(4)
Wildfire Fund expense	109	78	185	156
Depreciation, amortization, and decommissioning	1,073	1,053	2,170	2,075
Total operating expenses	4,802	4,852	9,565	9,437
Operating Income	1,096	1,134	2,316	2,410
Interest income	181	202	298	339
Interest expense	(792)	(812)	(1,526)	(1,527)
Other income, net	84	82	154	158
Income Before Income Taxes	569	606	1,242	1,380
Income tax provision	20	82	59	121
Net Income	549	524	1,183	1,259
Preferred stock dividend requirement	28	4	55	7
Income Available for Common Shareholders	\$ 521	\$ 520	\$ 1,128	\$ 1,252
Weighted Average Common Shares Outstanding, Basic	2,198	2,137	2,196	2,136
Weighted Average Common Shares Outstanding, Diluted	2,203	2,142	2,201	2,141
Net Income Per Common Share, Basic	\$ 0.24	\$ 0.24	\$ 0.51	\$ 0.59
Net Income Per Common Share, Diluted	\$ 0.24	\$ 0.24	\$ 0.51	\$ 0.58

See accompanying Notes to the Condensed Consolidated Financial Statements.

PG&E CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions)

	(Unaudited)			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Net Income	\$ 549	\$ 524	\$ 1,183	\$ 1,259
Other Comprehensive Income				
Pension and other postretirement benefit plans obligations (net of taxes of \$0, \$0, \$0 and \$0 respectively)	—	—	1	—
Net unrealized gains (losses) on available-for-sale securities (net of taxes of \$3, \$0, \$5 and \$1 respectively)	8	—	14	(1)
Total other comprehensive income (loss)	8	—	15	(1)
Comprehensive Income	557	524	1,198	1,258
Preferred stock dividend requirement	28	4	55	7
Comprehensive Income Available for Common Shareholders	\$ 529	\$ 520	\$ 1,143	\$ 1,251

See accompanying Notes to the Condensed Consolidated Financial Statements.

PG&E CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions)

	(Unaudited) Balance at	
	June 30, 2025	December 31, 2024
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 494	\$ 940
Restricted cash and restricted cash equivalents (includes \$207 million and \$263 million related to VIEs at respective dates)	221	273
Accounts receivable		
Customers (net of allowance for doubtful accounts of \$404 million and \$418 million at respective dates) (includes \$1.7 billion and \$1.9 billion related to VIEs, net of allowance for doubtful accounts of \$404 million and \$418 million at respective dates)	2,025	2,220
Accrued unbilled revenue (includes \$1.6 billion and \$1.3 billion related to VIEs at respective dates)	1,862	1,487
Regulatory balancing accounts	5,657	7,227
Other (net of allowance for doubtful accounts of \$89 million and \$35 million at respective dates)	2,095	1,810
Regulatory assets	302	234
Inventories		
Gas stored underground and fuel oil	73	52
Materials and supplies	713	768
Wildfire Fund asset	298	301
Wildfire self-insurance asset	969	905
Other	452	999
Total current assets	15,161	17,216
Property, Plant, and Equipment		
Property, Plant, and Equipment	123,445	118,262
Construction work in progress	4,636	4,458
Financing lease ROU asset and other	7	814
Total property, plant, and equipment	128,088	123,534
Accumulated depreciation	(36,288)	(35,305)
Net property, plant, and equipment	91,800	88,229
Other Noncurrent Assets		
Regulatory assets	15,853	15,561
Customer credit trust	935	377
Nuclear decommissioning trusts	4,022	3,833
Operating lease ROU asset	500	524
Wildfire Fund asset	3,891	4,070
Other (includes noncurrent accounts receivable of \$72 million and \$82 related to VIEs, net of noncurrent allowance for doubtful accounts of \$17 million and \$18 at respective dates)	4,222	3,850
Total other noncurrent assets	29,423	28,215
TOTAL ASSETS	\$ 136,384	\$ 133,660

See accompanying Notes to the Condensed Consolidated Financial Statements.

PG&E CORPORATION
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions, except share amounts)

	(Unaudited) Balance at	
	June 30, 2025	December 31, 2024
LIABILITIES AND EQUITY		
Current Liabilities		
Short-term borrowings	\$ 1,524	\$ 1,523
Long-term debt, classified as current (includes \$217 million and \$222 million related to VIEs at respective dates)	3,643	2,146
Accounts payable		
Trade creditors	2,663	2,748
Regulatory balancing accounts	2,516	3,169
Other	862	748
Operating lease liabilities	88	85
Financing lease liabilities	1	577
Interest payable (includes \$65 million and \$91 million related to VIEs at respective dates)	767	760
Wildfire-related claims	787	916
Other	3,334	3,658
Total current liabilities	16,185	16,330
Noncurrent Liabilities		
Long-term debt (includes \$10.2 billion and \$10.1 billion related to VIEs at respective dates)	54,004	53,569
Regulatory liabilities	19,871	19,417
Pension and other postretirement benefits	824	808
Asset retirement obligations	5,499	5,444
Deferred income taxes	3,550	3,082
Operating lease liabilities	412	439
Financing lease liabilities	3	4
Other	4,598	4,166
Total noncurrent liabilities	88,761	86,929
Equity		
Shareholders' Equity		
Mandatory convertible preferred stock	1,579	1,579
Common stock, no par value, authorized 3,600,000,000 and 3,600,000,000 shares at respective dates; 2,197,837,402 and 2,193,573,536 shares outstanding at respective dates	31,560	31,555
Reinvested earnings	(1,949)	(2,966)
Accumulated other comprehensive loss	(4)	(19)
Total shareholders' equity	31,186	30,149
Noncontrolling Interest - Preferred Stock of Subsidiary	252	252
Total equity	31,438	30,401
TOTAL LIABILITIES AND EQUITY	\$ 136,384	\$ 133,660

See accompanying Notes to the Condensed Consolidated Financial Statements.

PG&E CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

	(Unaudited)	
	Six Months Ended June 30,	
	2025	2024
Cash Flows from Operating Activities		
Net income	\$ 1,183	\$ 1,259
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation, amortization, and decommissioning	2,170	2,075
Bad debt expense	241	135
Allowance for equity funds used during construction	(97)	(84)
Deferred income taxes and tax credits, net	472	485
Wildfire Fund expense	185	156
Other	(29)	(134)
Effect of changes in operating assets and liabilities:		
Accounts receivable	(562)	(960)
Wildfire-related insurance receivable	(133)	196
Inventories	34	47
Accounts payable	188	419
Wildfire-related claims	(129)	(483)
Other current assets and liabilities	(76)	(692)
Regulatory assets, liabilities, and balancing accounts, net	750	734
Other noncurrent assets and liabilities	(292)	(181)
Net cash provided by operating activities	3,905	2,972
Cash Flows from Investing Activities		
Capital expenditures	(5,700)	(4,936)
Proceeds from sales and maturities of nuclear decommissioning trust investments	779	1,044
Purchases of nuclear decommissioning trust investments	(809)	(1,082)
Proceeds from sales and maturities of customer credit trust investments	196	174
Purchases of customer credit investments	(693)	(435)
Proceeds from self-insurance investments	186	—
Purchases of self-insurance investments	(237)	—
Other	10	10
Net cash used in investing activities	(6,268)	(5,225)
Cash Flows from Financing Activities		
Borrowings under credit facilities	515	5,528
Repayments under credit facilities	(325)	(4,827)
Repayments under term loan	—	(100)
Proceeds from issuance of long-term debt, net of premium, discount and issuance costs of \$27 and \$9 at respective dates	2,973	2,259
Repayments of long-term debt	(1,050)	(450)
Repayment of AB 1054 recovery bonds	(48)	(23)
Repayment of SB 901 recovery bonds	(67)	(64)
Common stock dividends paid	(110)	(43)
Mandatory convertible preferred stock dividends paid	(48)	—
Proceeds from DWR loan	—	600
Other	25	(7)

Net cash provided by financing activities	1,865	2,873
Net change in cash, cash equivalents, restricted cash, and restricted cash equivalents	(498)	620
Cash, cash equivalents, restricted cash, and restricted cash equivalents at January 1	1,213	932
Cash, cash equivalents, restricted cash, and restricted cash equivalents at June 30	\$ 715	\$ 1,552
Less: Restricted cash and restricted cash equivalents	(221)	(237)
Cash and cash equivalents at June 30	\$ 494	\$ 1,315

Supplemental disclosures of cash flow information

Cash paid for:		
Interest, net of amounts capitalized	\$ (1,282)	\$ (1,199)

Supplemental disclosures of noncash investing and financing activities

Capital expenditures financed through accounts payable	\$ 1,009	\$ 921
Operating lease liabilities arising from ROU assets	—	1
Financing lease liabilities arising from obtaining ROU assets	—	15
DWR loan forgiveness and performance-based disbursements	78	47
Common stock dividends declared but not yet paid	55	21
Mandatory convertible preferred stock dividends declared but not yet paid	24	—
Capital expenditures financed through current assets and non-current liabilities	592	—

See accompanying Notes to the Condensed Consolidated Financial Statements.

PG&E CORPORATION
CONDENSED CONSOLIDATED STATEMENTS OF EQUITY
(in millions, except share amounts)

	Preferred Stock	Common Stock		Treasury Stock		Reinvested Earnings	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity	Non- controlling Interest - Preferred Stock of Subsidiary	Total Equity
		Shares	Amount	Shares	Amount					
Balance at December 31, 2024	\$ 1,579	2,193,573,536	\$ 31,555	—	\$ —	\$ (2,966)	\$ (19)	\$ 30,149	\$ 252	\$ 30,401
Net income	—	—	—	—	—	634	—	634	—	634
Other comprehensive income	—	—	—	—	—	—	7	7	—	7
Common stock issued, net	—	4,111,477	(1)	—	—	—	—	(1)	—	(1)
Stock-based compensation amortization	—	—	(22)	—	—	—	—	(22)	—	(22)
Common stock dividends declared	—	—	—	—	—	(55)	—	(55)	—	(55)
Preferred stock dividend requirement	—	—	—	—	—	(27)	—	(27)	—	(27)
Balance at March 31, 2025	\$ 1,579	2,197,685,013	\$ 31,532	—	\$ —	\$ (2,414)	\$ (12)	\$ 30,685	\$ 252	\$ 30,937
Net income	—	—	—	—	—	549	—	549	—	549
Other comprehensive income	—	—	—	—	—	—	8	8	—	8
Common stock issued, net	—	152,389	—	—	—	—	—	—	—	—
Stock-based compensation amortization	—	—	28	—	—	—	—	28	—	28
Common stock dividends declared	—	—	—	—	—	(56)	—	(56)	—	(56)
Preferred stock dividend requirement	—	—	—	—	—	(28)	—	(28)	—	(28)
Balance at June 30, 2025	\$ 1,579	2,197,837,402	\$ 31,560	—	\$ —	\$ (1,949)	\$ (4)	\$ 31,186	\$ 252	\$ 31,438

	Common Stock		Treasury Stock		Reinvested Earnings	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity	Non-controlling Interest - Preferred Stock of Subsidiary	Total Equity
	Shares	Amount	Shares	Amount					
Balance at December 31, 2023	2,133,597,758	\$ 30,374	—	\$ —	\$ (5,321)	\$ (13)	\$ 25,040	\$ 252	\$ 25,292
Net income	—	—	—	—	735	—	735	—	735
Other comprehensive loss	—	—	—	—	—	(1)	(1)	—	(1)
Common stock issued, net	3,558,470	—	—	—	—	—	—	—	—
Stock-based compensation amortization	—	(18)	—	—	—	—	(18)	—	(18)
Common stock dividends declared	—	—	—	—	(22)	—	(22)	—	(22)
Preferred stock dividend requirement	—	—	—	—	(3)	—	(3)	—	(3)
Balance at March 31, 2024	2,137,156,228	\$ 30,356	—	\$ —	\$ (4,611)	\$ (14)	\$ 25,731	\$ 252	\$ 25,983
Net income	—	—	—	—	524	—	524	—	524
Common stock issued, net	304,127	—	—	—	—	—	—	—	—
Stock-based compensation amortization	—	23	—	—	—	—	23	—	23
Common stock dividends declared	—	—	—	—	(21)	—	(21)	—	(21)
Preferred stock dividend requirement	—	—	—	—	(4)	—	(4)	—	(4)
Balance at June 30, 2024	2,137,460,355	\$ 30,379	—	\$ —	\$ (4,112)	\$ (14)	\$ 26,253	\$ 252	\$ 26,505

See accompanying Notes to the Condensed Consolidated Financial Statements.

PACIFIC GAS AND ELECTRIC COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(in millions)

	(Unaudited)			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Operating Revenues				
Electric	\$ 4,414	\$ 4,458	\$ 8,549	\$ 8,510
Natural gas	1,484	1,528	3,332	3,337
Total operating revenues	5,898	5,986	11,881	11,847
Operating Expenses				
Cost of electricity	599	763	998	1,084
Cost of natural gas	111	204	607	733
Operating and maintenance	2,854	2,753	5,492	5,384
Wildfire-related claims, net of recoveries	50	(3)	99	(4)
Wildfire Fund expense	109	78	185	156
Depreciation, amortization, and decommissioning	1,073	1,053	2,170	2,075
Total operating expenses	4,796	4,848	9,551	9,428
Operating Income	1,102	1,138	2,330	2,419
Interest income	179	199	293	333
Interest expense	(713)	(750)	(1,368)	(1,404)
Other income, net	83	79	154	158
Income Before Income Taxes	651	666	1,409	1,506
Income tax provision	39	101	102	160
Net Income	612	565	1,307	1,346
Preferred stock dividend requirement	4	4	7	7
Income Available for Common Stock	\$ 608	\$ 561	\$ 1,300	\$ 1,339

See accompanying Notes to the Condensed Consolidated Financial Statements.

PACIFIC GAS AND ELECTRIC COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(in millions)

	(Unaudited)			
	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Net Income	\$ 612	\$ 565	\$ 1,307	\$ 1,346
Other Comprehensive Income				
Pension and other postretirement benefit plans obligations (net of taxes of \$0, \$0, \$0 and \$0 respectively)	—	—	1	—
Net unrealized gains (losses) on available-for-sale securities (net of taxes of \$3, \$0, \$5 and \$1 respectively)	8	—	14	(1)
Total other comprehensive income (loss)	8	—	15	(1)
Comprehensive Income	\$ 620	\$ 565	\$ 1,322	\$ 1,345

See accompanying Notes to the Condensed Consolidated Financial Statements.

PACIFIC GAS AND ELECTRIC COMPANY
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions)

	(Unaudited)	
	Balance at	
	June 30, 2025	December 31, 2024
ASSETS		
Current Assets		
Cash and cash equivalents	\$ 236	\$ 705
Restricted cash and restricted cash equivalents (includes \$207 million and \$263 million related to VIEs at respective dates)	221	272
Accounts receivable		
Customers (net of allowance for doubtful accounts of \$404 million and \$418 million at respective dates) (includes \$1.7 billion and \$1.9 billion related to VIEs, net of allowance for doubtful accounts of \$404 million and \$418 million at respective dates)	2,025	2,220
Accrued unbilled revenue (includes \$1.6 billion and \$1.3 billion related to VIEs at respective dates)	1,862	1,487
Regulatory balancing accounts	5,657	7,227
Other (net of allowance for doubtful accounts of \$89 million and \$35 million at respective dates)	2,097	1,810
Regulatory assets	302	234
Inventories		
Gas stored underground and fuel oil	73	52
Materials and supplies	713	768
Wildfire Fund asset	298	301
Wildfire self-insurance asset	969	905
Other	449	998
Total current assets	14,902	16,979
Property, Plant, and Equipment		
Property, Plant, and Equipment	123,445	118,262
Construction work in progress	4,635	4,458
Financing lease ROU asset and other	7	814
Total property, plant, and equipment	128,087	123,534
Accumulated depreciation	(36,287)	(35,304)
Net property, plant, and equipment	91,800	88,230
Other Noncurrent Assets		
Regulatory assets	15,853	15,561
Customer credit trust	935	377
Nuclear decommissioning trusts	4,022	3,833
Operating lease ROU asset	496	519
Wildfire Fund asset	3,891	4,070
Other (includes noncurrent accounts receivable of \$72 million and \$82 related to VIEs, net of noncurrent allowance for doubtful accounts of \$17 million and \$18 at respective dates)	4,062	3,697
Total other noncurrent assets	29,259	28,057
TOTAL ASSETS	\$ 135,961	\$ 133,266

See accompanying Notes to the Condensed Consolidated Financial Statements.

PACIFIC GAS AND ELECTRIC COMPANY
CONDENSED CONSOLIDATED BALANCE SHEETS
(in millions, except share amounts)

	(Unaudited) Balance at	
	June 30, 2025	December 31, 2024
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current Liabilities		
Short-term borrowings	\$ 1,524	\$ 1,523
Long-term debt, classified as current (includes \$217 million and \$222 million related to VIEs at respective dates)	3,643	2,146
Accounts payable		
Trade creditors	2,661	2,745
Regulatory balancing accounts	2,516	3,169
Other	842	729
Operating lease liabilities	88	85
Financing lease liabilities	1	577
Interest payable (includes \$65 million and \$91 million related to VIEs at respective dates)	675	667
Wildfire-related claims	787	916
Other	3,056	3,331
Total current liabilities	15,793	15,888
Noncurrent Liabilities		
Long-term debt (includes \$10.2 billion and \$10.1 billion related to VIEs at respective dates)	48,387	47,958
Regulatory liabilities	19,871	19,417
Pension and other postretirement benefits	757	741
Asset retirement obligations	5,499	5,444
Deferred income taxes	4,127	3,632
Operating lease liabilities	408	434
Financing lease liabilities	3	4
Other	4,626	4,198
Total noncurrent liabilities	83,678	81,828
Shareholders' Equity		
Preferred stock	258	258
Common stock, \$5 par value, authorized 800,000,000 shares; 800,000,000 shares outstanding at respective dates	1,322	1,322
Additional paid-in capital	36,705	35,930
Reinvested earnings	(1,790)	(1,940)
Accumulated other comprehensive loss	(5)	(20)
Total shareholders' equity	36,490	35,550
TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY	\$ 135,961	\$ 133,266

See accompanying Notes to the Condensed Consolidated Financial Statements.

PACIFIC GAS AND ELECTRIC COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in millions)

	(Unaudited)	
	Six Months Ended June 30,	
	2025	2024
Cash Flows from Operating Activities		
Net income	\$ 1,307	\$ 1,346
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation, amortization, and decommissioning	2,170	2,075
Bad debt expense	241	135
Allowance for equity funds used during construction	(97)	(84)
Deferred income taxes and tax credits, net	498	529
Wildfire Fund expense	185	156
Other	(40)	(154)
Effect of changes in operating assets and liabilities:		
Accounts receivable	(564)	(960)
Wildfire-related insurance receivable	(133)	196
Inventories	34	47
Accounts payable	188	408
Wildfire-related claims	(129)	(483)
Other current assets and liabilities	(35)	(652)
Regulatory assets, liabilities, and balancing accounts, net	749	734
Other noncurrent assets and liabilities	(287)	(179)
Net cash provided by operating activities	4,087	3,114
Cash Flows from Investing Activities		
Capital expenditures	(5,700)	(4,936)
Proceeds from sales and maturities of nuclear decommissioning trust investments	779	1,044
Purchases of nuclear decommissioning trust investments	(809)	(1,082)
Proceeds from sales and maturities of customer credit trust investments	196	174
Purchases of customer credit investments	(693)	(435)
Proceeds from self-insurance investments	186	—
Purchases of self-insurance investments	(237)	—
Other	10	10
Net cash used in investing activities	(6,268)	(5,225)
Cash Flows from Financing Activities		
Borrowings under credit facilities	515	5,528
Repayments under credit facilities	(325)	(4,827)
Repayments under term loan	—	(100)
Proceeds from issuance of long-term debt, net of premium, discount and issuance costs of \$27 and \$9 at respective dates	2,973	2,259
Repayments of long-term debt	(1,050)	(450)
Repayment of AB 1054 recovery bonds	(48)	(23)
Repayment of SB 901 recovery bonds	(67)	(64)
Preferred stock dividends paid	(7)	(7)
Common stock dividends paid	(1,150)	(950)
Equity contribution from PG&E Corporation	775	705

Proceeds from DWR loan	—	600
Other	45	—
Net cash provided by financing activities	1,661	2,671
Net change in cash, cash equivalents, restricted cash, and restricted cash equivalents	(520)	560
Cash, cash equivalents, restricted cash, and restricted cash equivalents at January 1	977	736
Cash, cash equivalents, restricted cash, and restricted cash equivalents at June 30	\$ 457	\$ 1,296
Less: Restricted cash and restricted cash equivalents	(221)	(236)
Cash and cash equivalents at June 30	\$ 236	\$ 1,060

Supplemental disclosures of cash flow information

Cash paid for:		
Interest, net of amounts capitalized	\$ (1,129)	\$ (1,083)
Supplemental disclosures of noncash investing and financing activities		
Capital expenditures financed through accounts payable	\$ 1,009	\$ 921
Operating lease liabilities arising from obtaining ROU assets	—	1
Financing lease liabilities arising from obtaining ROU assets	—	15
DWR loan forgiveness and performance-based disbursements	78	47
Capital expenditures financed through current assets and non-current liabilities	592	—

See accompanying Notes to the Condensed Consolidated Financial Statements.

PACIFIC GAS AND ELECTRIC COMPANY
CONDENSED CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(in millions)

	Preferred Stock	Common Stock	Additional Paid-in Capital	Reinvested Earnings	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity
Balance at December 31, 2024	\$ 258	\$ 1,322	\$ 35,930	\$ (1,940)	\$ (20)	\$ 35,550
Net income	—	—	—	695	—	695
Other comprehensive income	—	—	—	—	7	7
Equity contribution	—	—	450	—	—	450
Common stock dividend	—	—	—	(575)	—	(575)
Preferred stock dividend requirement	—	—	—	(3)	—	(3)
Balance at March 31, 2025	\$ 258	\$ 1,322	\$ 36,380	\$ (1,823)	\$ (13)	\$ 36,124
Net income	—	—	—	612	—	612
Other comprehensive income	—	—	—	—	8	8
Equity contribution	—	—	325	—	—	325
Common stock dividend	—	—	—	(575)	—	(575)
Preferred stock dividend requirement	—	—	—	(4)	—	(4)
Balance at June 30, 2025	\$ 258	\$ 1,322	\$ 36,705	\$ (1,790)	\$ (5)	\$ 36,490

	Preferred Stock	Common Stock	Additional Paid-in Capital	Reinvested Earnings	Accumulated Other Comprehensive Income (Loss)	Total Shareholders' Equity
Balance at December 31, 2023	\$ 258	\$ 1,322	\$ 30,570	\$ (2,613)	\$ (13)	\$ 29,524
Net income	—	—	—	781	—	781
Other comprehensive loss	—	—	—	—	(1)	(1)
Equity contribution	—	—	440	—	—	440
Common stock dividend	—	—	—	(450)	—	(450)
Preferred stock dividend requirement	—	—	—	(3)	—	(3)
Balance at March 31, 2024	\$ 258	\$ 1,322	\$ 31,010	\$ (2,285)	\$ (14)	\$ 30,291
Net income	—	—	—	565	—	565
Equity contribution	—	—	265	—	—	265
Common stock dividend	—	—	—	(500)	—	(500)
Preferred stock dividend requirement	—	—	—	(4)	—	(4)
Balance at June 30, 2024	\$ 258	\$ 1,322	\$ 31,275	\$ (2,224)	\$ (14)	\$ 30,617

See accompanying Notes to the Condensed Consolidated Financial Statements.

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1: ORGANIZATION AND BASIS OF PRESENTATION

Organization and Basis of Presentation

PG&E Corporation is a holding company whose primary operating subsidiary is Pacific Gas and Electric Company, a public utility serving northern and central California. The Utility generates revenues mainly through the sale and delivery of electricity and natural gas to customers. The Utility is primarily regulated by the CPUC and the FERC. In addition, the NRC oversees the licensing, construction, operation, and decommissioning of the Utility's nuclear generation facilities.

This Quarterly Report on Form 10-Q is a combined report of PG&E Corporation and the Utility. PG&E Corporation's Condensed Consolidated Financial Statements include the accounts of PG&E Corporation, the Utility, and other wholly owned and controlled subsidiaries. The Utility's Condensed Consolidated Financial Statements include the accounts of the Utility and its wholly owned and controlled subsidiaries. All intercompany transactions have been eliminated in consolidation. The Notes to the Condensed Consolidated Financial Statements apply to both PG&E Corporation and the Utility.

The accompanying Condensed Consolidated Financial Statements have been prepared in conformity with GAAP and in accordance with the interim period reporting requirements of Form 10-Q and reflect all adjustments that management believes are necessary for the fair presentation of PG&E Corporation's and the Utility's financial condition, results of operations, and cash flows for the periods presented. The information as of December 31, 2024 in the Condensed Consolidated Balance Sheets included in this Quarterly Report on Form 10-Q was derived from the audited Consolidated Balance Sheets in Item 8 of the 2024 Form 10-K. This Quarterly Report on Form 10-Q should be read in conjunction with the 2024 Form 10-K.

The preparation of financial statements in conformity with GAAP requires the use of estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses and the disclosure of contingent assets and liabilities. Some of the more significant estimates and assumptions relate to the Utility's regulatory assets and liabilities, wildfire-related liabilities, legal and regulatory contingencies, the Wildfire Fund, environmental remediation liabilities, asset retirement obligations, wildfire-related receivables, and pension and other post-retirement benefit plan obligations. Management believes that its estimates and assumptions reflected in the Condensed Consolidated Financial Statements are appropriate and reasonable. A change in management's estimates or assumptions could result in an adjustment that would have a material impact on PG&E Corporation's and the Utility's financial condition, results of operations, liquidity, and cash flows during the period in which such change occurred.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Segment Reporting

PG&E Corporation and the Utility assess financial performance and allocate resources on a consolidated basis and operate as one reportable segment. PG&E Corporation's and the Utility's chief operating decision maker ("CODM") is the Chief Executive Officer of PG&E Corporation.

Net income (loss) is the measure that the CODM uses to assess performance and decide how to allocate resources and that is most consistent with GAAP principles. Net income is reported on PG&E Corporation's Condensed Consolidated Statements of Income. Because PG&E Corporation and the Utility are a single reportable segment, all segment financial information can be found in PG&E Corporation's Condensed Consolidated Financial Statements.

PG&E Corporation and the Utility do not have any significant segment expenses because the CODM is not regularly provided with information that is considered to be significant under Accounting Standards Codification ("ASC") 280, Segment Reporting. Except for publicly available information, the information regularly provided to the CODM consists of financial reports with metrics that combine year-to-date actual results with forecasts of the remainder of the year in order to provide a comprehensive view of the entire year. These metrics do not separate expenses already incurred from forecast information.

Revenue Recognition

Revenue from Contracts with Customers

The Utility recognizes revenues when electricity and natural gas services are delivered. The Utility records unbilled revenues for the estimated amount of energy delivered to customers but not yet billed at the end of the period. Unbilled revenues are included in Accounts receivable on the Condensed Consolidated Balance Sheets. Rates charged to customers are based on CPUC and FERC authorized revenue requirements. Revenues can vary significantly from period to period because of seasonality, weather, and customer usage patterns.

Regulatory Balancing Account Revenue

The CPUC authorizes most of the Utility's revenues in the Utility's GRCs, which occur every four years. CPUC and FERC rates decouple authorized revenue from the volume of electricity and natural gas sales, so the Utility receives revenue equal to the amounts authorized by the relevant regulatory agencies. As a result, the volume of electricity and natural gas sold does not have a direct impact on PG&E Corporation's and the Utility's financial results. The Utility recognizes revenues that have been authorized for rate recovery, are objectively determinable and probable of recovery, and are expected to be collected within 24 months. Generally, electric and natural gas operating revenue is recognized ratably over the year. The Utility records a balancing account asset or liability for differences between customer billings and authorized revenue requirements that are probable of recovery or refund.

The Utility also collects additional revenue requirements to recover costs that the CPUC has authorized the Utility to pass through to customers, including costs to purchase electricity and natural gas, and to fund public purpose, demand response, and customer energy efficiency programs. In general, the revenue recognition criteria for pass-through costs billed to customers are met at the time the costs are incurred. The Utility records a regulatory balancing account asset or liability for differences between incurred costs and customer billings or authorized revenue meant to recover those costs, to the extent that these differences are probable of recovery or refund. As a result, these differences have no impact on net income.

The following table presents the Utility's revenues disaggregated by type of customer:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Electric				
Revenue from contracts with customers				
Residential	\$ 1,421	\$ 1,516	\$ 3,255	\$ 3,315
Commercial	1,613	1,655	3,119	3,160
Industrial	386	441	800	854
Agricultural	478	439	677	619
Public street and highway lighting	26	27	53	52
Other, net ⁽¹⁾	665	798	754	919
Total revenue from contracts with customers - electric	4,589	4,876	8,658	8,919
Regulatory balancing accounts ⁽²⁾	(175)	(418)	(109)	(409)
Total electric operating revenue	\$ 4,414	\$ 4,458	\$ 8,549	\$ 8,510
Natural gas				
Revenue from contracts with customers				
Residential	\$ 430	\$ 213	\$ 2,139	\$ 1,730
Commercial	222	187	621	560
Transportation service only	456	424	1,002	899
Other, net ⁽¹⁾	(147)	(138)	(267)	(202)
Total revenue from contracts with customers - gas	961	686	3,495	2,987
Regulatory balancing accounts ⁽²⁾	523	842	(163)	350
Total natural gas operating revenue	1,484	1,528	3,332	3,337
Total operating revenues	\$ 5,898	\$ 5,986	\$ 11,881	\$ 11,847

⁽¹⁾ This activity is primarily related to the change in unbilled revenue and amounts subject to refund, partially offset by other miscellaneous revenue items.

⁽²⁾ These amounts represent alternative revenues authorized to be billed or refunded to customers.

Financial Assets Measured at Amortized Cost – Credit Losses

PG&E Corporation and the Utility use the current expected credit loss model to estimate the expected lifetime credit loss on financial assets measured at amortized cost. PG&E Corporation and the Utility evaluate credit risk in their portfolio of financial assets quarterly. As of June 30, 2025, PG&E Corporation and the Utility identified the following significant categories of financial assets.

Trade Receivables

Trade receivables are represented by customer accounts. PG&E Corporation and the Utility record an allowance for doubtful accounts to recognize an estimate of expected lifetime credit losses. The allowance is determined on a collective basis based on the historical amounts written-off and an assessment of customer collectability. Furthermore, economic conditions are evaluated as part of the estimate of expected lifetime credit losses.

Expected credit losses of \$141 million and \$241 million were recorded in Operating and maintenance expense on the Condensed Consolidated Statements of Income for credit losses associated with trade and other receivables during the three and six months ended June 30, 2025, respectively. For the three and six months ended June 30, 2024, expected credit losses were \$65 million and \$135 million, respectively. The portion of expected credit losses that are deemed probable of recovery are deferred to the RUBA and a FERC regulatory asset account. As of June 30, 2025, the RUBA current balancing accounts and FERC noncurrent regulatory asset balances were \$146 million and \$90 million, respectively. As of December 31, 2024, the RUBA current balancing accounts and FERC noncurrent regulatory asset balances were \$260 million and \$85 million, respectively. The RUBA current balancing account balance decreased from December 31, 2024 to June 30, 2025 primarily due to the annual electric and gas true-up, which allows the Utility to recover approximately \$260 million in undercollections from residential customers in 2025.

Other Receivables and Available-For-Sale Debt Securities

Insurance receivables are related to the liability insurance policies PG&E Corporation and the Utility carry. Insurance receivable risk is related to each insurance carrier's risk of defaulting on their individual policies. Wildfire Fund receivables are the funds available from the statewide fund established under AB 1054 for payment of eligible claims related to the 2021 Dixie fire that exceed \$1.0 billion. For more information, see Note 10 below. Wildfire Fund receivables risk is related to the Wildfire Fund's durability, which is a measurement of its claim-paying capacity. PG&E Corporation and the Utility are required to determine if the fair value is below the amortized cost basis for their available-for-sale debt securities (i.e., impairment). If such an impairment exists and does not otherwise result in a write-down, then PG&E Corporation and the Utility must determine whether a portion of the impairment is a result of expected credit loss.

As of June 30, 2025, expected credit losses for insurance receivables, Wildfire Fund receivables, and available-for-sale debt securities were immaterial.

Government Assistance

The Utility participated in various government assistance programs during the three months ended June 30, 2025 and 2024. The Utility's accounting policy is to apply a grant accounting model by analogy to International Accounting Standards 20, *Accounting for Government Grants and Disclosure of Government Assistance*.

DWR Loan Agreement

On October 18, 2022, the DWR and the Utility executed a \$1.4 billion loan agreement to support the extension of DCP, up to approximately \$1.1 billion of which could be repaid by funds received from the DOE (see "U.S. DOE's Civil Nuclear Credit Program" below). Under the loan agreement, the DWR pays the Utility a monthly performance-based disbursement equal to \$7 for each MWh generated by DCP, effective September 2, 2022. The aggregate amount of performance-based disbursements under this agreement will not exceed \$300 million. For more information about the DWR Loan Agreement, see Note 2 of the Notes to the Consolidated Financial Statements in Item 8 of the 2024 Form 10-K.

The Utility initially accounts for all disbursements from the DWR loan agreement pursuant to ASC 470, *Debt*. When the Utility has reasonable assurance that the DWR will forgive loan disbursements (such as when the Utility earns a performance-based disbursement or when funds expected to be received from the DOE are less than incurred eligible costs), the Utility recognizes those forgiven loans as income related to government grants. The Utility records the income related to government grants as a deduction to expense in the same period(s) that eligible costs are incurred.

The following table summarizes where DWR loan activity is presented in PG&E Corporation's and the Utility's Condensed Consolidated Financial Statements:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Long-term debt:				
Beginning Balance - DWR loan outstanding	\$ 812	\$ 296	\$ 886	\$ 98
Proceeds received				
	—	368	—	600
Operating Expenses:				
Operating and maintenance expense - <i>Performance-based disbursements</i>	(10)	(17)	(18)	(39)
Operating and maintenance expense - <i>Loan forgiveness and other adjustments</i>	—	12	(57)	12
Other current liabilities:				
Change in performance-based disbursements deferred	6	(8)	(3)	(20)
Long-term debt:				
Ending Balance - DWR loan outstanding	<u>\$ 808</u>	<u>\$ 651</u>	<u>\$ 808</u>	<u>\$ 651</u>

U.S. DOE's Civil Nuclear Credit Program

On January 11, 2024, the Utility and the DOE entered into a Credit Award and Payment Agreement for up to \$1.1 billion related to DCP as part of the DOE's Civil Nuclear Credit Program. The Utility uses these funds to repay its loans outstanding under the DWR Loan Agreement (see "DWR Loan Agreement" above). Final award amounts are determined following completion of each year of the award period, and amounts awarded over a four-year award period ending in 2026 will be based on a number of factors, including actual costs incurred to extend the DCP operations. When there is reasonable assurance that the Utility will receive funding and comply with the conditions of the DOE's Civil Nuclear Credit Program, the Utility recognizes such funding as income and records a receivable related to government grants. During the three and six months ended June 30, 2025, the Condensed Consolidated Statements of Income reflected \$60 million and \$100 million, respectively, as a deduction to Operating and maintenance expense, for income related to government grants for incurred eligible costs to support the extension of DCP. During the three and six months ended June 30, 2024, the Condensed Consolidated Statements of Income reflected \$159 million and \$299 million, respectively, as a deduction to Operating and maintenance expense, for income related to government grants for incurred eligible costs to support the extension of DCP. During the three and six months ended June 30, 2025, the Condensed Consolidated Statements of Income reflected \$16 million and \$57 million, respectively, as deductions to Cost of electricity, for income related to government grants for incurred fuel costs to support the extension of DCP.

Variable Interest Entities

A VIE is an entity that does not have sufficient equity at risk to finance its activities without additional subordinated financial support from other parties, or whose equity investors lack any characteristics of a controlling financial interest. An enterprise that has a controlling financial interest in a VIE is a primary beneficiary and is required to consolidate the VIE.

Consolidated VIEs

Receivables Securitization Program

The SPV was created in connection with the Receivables Securitization Program and is a bankruptcy remote, limited liability company wholly owned by the Utility, and its assets are not available to creditors of PG&E Corporation or the Utility. Pursuant to the Receivables Securitization Program, the Utility sells certain of its receivables and certain related rights to payment and obligations of the Utility with respect to such receivables, and certain other related rights to the SPV, which, in turn, obtains loans secured by the receivables from financial institutions. The pledged receivables and the corresponding debt are included in Accounts receivable, Accrued unbilled revenue, Other noncurrent assets, and Long-term debt on the Condensed Consolidated Balance Sheets.

The SPV is considered a VIE because its equity capitalization is insufficient to support its activities. The most significant activities that impact the economic performance of the SPV are decisions made to manage receivables. The Utility is considered the primary beneficiary and consolidates the SPV as it makes these decisions. No additional financial support was provided to the SPV during the six months ended June 30, 2025 or is expected to be provided in the future that was not previously contractually required. As of June 30, 2025 and December 31, 2024, the SPV had net accounts receivable of \$3.3 billion and \$3.2 billion, respectively, and outstanding borrowings of \$190 million and \$0 million, respectively, under the Receivables Securitization Program. For more information, see Note 4 below.

AB 1054 Securitization

PG&E Recovery Funding LLC is a bankruptcy remote, limited liability company wholly owned by the Utility, and its assets are not available to creditors of PG&E Corporation or the Utility. Pursuant to the financing orders for the AB 1054 securitization transactions, the Utility sold its right to receive revenues from non-bypassable fixed recovery charges ("Recovery Property") to PG&E Recovery Funding LLC, which, in turn, issued three separate series of recovery bonds secured by separate Recovery Property.

PG&E Recovery Funding LLC is considered a VIE because its equity capitalization is insufficient to support its operations. The most significant activities that impact the economic performance of PG&E Recovery Funding LLC are decisions made by the servicer of the Recovery Property. The Utility is considered the primary beneficiary and consolidates PG&E Recovery Funding LLC as it acts in this role as servicer. No additional financial support was provided to PG&E Recovery Funding LLC during the six months ended June 30, 2025 or is expected to be provided in the future that was not previously contractually required. On November 12, 2021, November 30, 2022, and August 1, 2024, PG&E Recovery Funding LLC issued \$860 million, \$983 million, and \$1.42 billion of senior secured recovery bonds, respectively. As of June 30, 2025 and December 31, 2024, PG&E Recovery Funding LLC had outstanding borrowings of \$3.1 billion and \$3.2 billion, respectively, included in Long-term debt and Long-term debt, classified as current on the Condensed Consolidated Balance Sheets.

SB 901 Securitization

PG&E Wildfire Recovery Funding LLC is a bankruptcy remote, limited liability company wholly owned by the Utility, and its assets are not available to creditors of PG&E Corporation or the Utility. Pursuant to the financing order for the first and second SB 901 securitization transactions, the Utility sold its right to receive revenues from non-bypassable fixed recovery charges ("SB 901 Recovery Property") to PG&E Wildfire Recovery Funding LLC, which, in turn, issued two separate series of recovery bonds secured by separate SB 901 Recovery Property.

PG&E Wildfire Recovery Funding LLC is considered a VIE because its equity capitalization is insufficient to support its operations. The most significant activities that impact the economic performance of PG&E Wildfire Recovery Funding LLC are decisions made by the servicer of the SB 901 Recovery Property. The Utility is considered the primary beneficiary and consolidates PG&E Wildfire Recovery Funding LLC as it acts in this role as servicer. No additional financial support was provided to PG&E Wildfire Recovery Funding LLC during the six months ended June 30, 2025 or is expected to be provided in the future that was not previously contractually required. On May 10, 2022 and July 20, 2022, PG&E Wildfire Recovery Funding LLC issued \$3.6 billion and \$3.9 billion of senior secured recovery bonds, respectively. As of June 30, 2025 and December 31, 2024, PG&E Wildfire Recovery Funding LLC had outstanding borrowings of \$7.1 billion and \$7.2 billion, respectively, included in Long-term debt and Long-term debt, classified as current on the Condensed Consolidated Balance Sheets. For more information, see Note 5 below.

Non-Consolidated VIEs

Power Purchase Agreements

Some of the counterparties to the Utility's power purchase agreements are considered VIEs. Each of these VIEs was designed to own a power plant that would generate electricity for sale to the Utility. To determine whether the Utility was the primary beneficiary of any of these VIEs as of June 30, 2025, the Utility assessed whether it absorbs any of the VIE's expected losses or receives any portion of the VIE's expected residual returns under the terms of the power purchase agreement, analyzed the variability in the VIE's gross margin, and considered whether it had any decision-making rights associated with the activities that are most significant to the VIE's performance, such as dispatch rights or operating and maintenance activities. The Utility's financial obligation is limited to the amount the Utility pays for delivered electricity and capacity. The Utility did not have any decision-making rights associated with any of the activities that are most significant to the economic performance of any of these VIEs. Since the Utility was not the primary beneficiary of any of these VIEs as of June 30, 2025, it did not consolidate any of them.

Contributions to the Wildfire Fund Established Pursuant to AB 1054

AB 1054 did not specify a period of coverage for the Wildfire Fund, and so the accounting treatment is subject to significant judgments and estimates. PG&E Corporation and the Utility account for shareholder contributions to the Wildfire Fund by recognizing an asset, amortizing the asset ratably over the life of the fund based on an estimated period of coverage, and accelerating amortization of the asset when it is determined probable and estimable that the Wildfire Fund longevity has declined, as further described below.

In estimating the life of the fund, PG&E Corporation and the Utility use a dataset of historical, publicly available fire-loss data caused by electrical equipment to create Monte Carlo simulations of expected loss. PG&E Corporation's and the Utility's initial estimated life of the fund was 15 years. In the first quarter of 2024, a re-evaluation resulted in the estimated life increasing from 15 to 20 years.

The number of years of historic fire-loss data, the estimated costs to settle wildfire claims for participating electric utilities (including the Utility), the estimated amount of Wildfire Fund claim payments, and the effectiveness of wildfire mitigation efforts by the California electric utility companies are significant assumptions used to estimate the life of the fund. Other assumptions include the CPUC's determinations of whether costs were just and reasonable in cases of electric utility-caused wildfires and amounts required to be reimbursed to the Wildfire Fund, the impacts of climate change, the FERC-allocable portion of loss recovery, and the future transmission and distribution equity rate base growth of participating electric utilities. The estimated life of the fund has a high degree of uncertainty for many of these assumptions, and so subsequent changes could materially impact the remaining estimated life of the fund.

PG&E Corporation and the Utility have an established process to re-evaluate the estimated life of the fund whenever they obtain new significant fire-loss data. PG&E Corporation and the Utility consider significant fire-loss data to include Cal Fire's annual release of the prior year's fire-loss data, internally developed data about wildfires and wildfire conditions in their own service area, and other participating electric utilities' public disclosures of probable and estimable wildfire-related losses in their service area. PG&E Corporation and the Utility are not able to independently verify other utilities' estimates. During each re-evaluation, PG&E Corporation and the Utility update their assumptions and the dataset of historical fire-losses for wildfires caused by electrical equipment, as applicable. Based upon the outcome of the newly run Monte Carlo simulations, PG&E Corporation and the Utility may determine to increase or decrease, as applicable, the estimated life of the fund. PG&E Corporation and the Utility apply adjustments to the estimated life of the fund on a prospective basis.

In addition to estimating the life of the fund, PG&E Corporation and the Utility also assess the Wildfire Fund asset for accelerated amortization when they record or increase a Wildfire Fund receivable, or when another participating electric utility discloses a Wildfire Fund receivable.

As of June 30, 2025, PG&E Corporation and the Utility recorded \$193 million in Other current liabilities, \$567 million in Other noncurrent liabilities, \$298 million in Current assets - Wildfire Fund asset, and \$3.9 billion in Noncurrent assets - Wildfire Fund asset in the Condensed Consolidated Balance Sheets. During the three months ended June 30, 2025 and 2024, the Utility recorded amortization and accretion expense of \$109 million and \$78 million, respectively. During the six months ended June 30, 2025 and 2024, the Utility recorded amortization and accretion expense of \$185 million and \$156 million, respectively. The amortization of the asset, accretion of the liability, and applicable acceleration of the amortization of the asset are reflected in Wildfire Fund expense in the Condensed Consolidated Statements of Income.

For more information, see “Wildfire Fund under AB 1054” in Note 10 below.

Oakland Headquarters Purchase

On June 3, 2025, the Utility completed the purchase of the legal parcel that contains the Lakeside Building (the "Property"). The purchase price was \$906 million, of which the Utility had prepaid a total of \$400 million. At closing, the Utility assumed a \$172 million noncurrent liability for a property assessment carried by the Property and paid an additional \$349 million, which was adjusted for closing costs. The cash payment is included within the Capital expenditures line item in PG&E Corporation's and Utility's Condensed Consolidated Statements of Cash Flows, and the property assessment and prepayments are included in Supplemental disclosures of noncash investing and financing activities.

Pension and Other Post-Retirement Benefits

PG&E Corporation and the Utility sponsor a non-contributory defined benefit pension plan and cash balance plan. Both plans are included in “Pension Benefits” below. Post-retirement medical and life insurance plans are included in “Other Benefits” below.

The net periodic benefit costs reflected in PG&E Corporation's Condensed Consolidated Financial Statements for the three and six months ended June 30, 2025 and 2024 were as follows:

(in millions)	Pension Benefits		Other Benefits	
	Three Months Ended June 30,			
	2025	2024	2025	2024
Service cost for benefits earned ⁽¹⁾	\$ 106	\$ 99	\$ 10	\$ 11
Interest cost	252	229	19	18
Expected return on plan assets	(264)	(254)	(38)	(35)
Amortization of prior service (credit)	—	(1)	—	—
Amortization of net actuarial loss (gain)	1	1	(5)	(5)
Net periodic benefit cost	95	74	(14)	(11)
Regulatory account transfer ⁽²⁾	(10)	(9)	—	—
Total	\$ 85	\$ 65	\$ (14)	\$ (11)

⁽¹⁾ A portion of service costs is capitalized pursuant to GAAP.

⁽²⁾ The Utility recorded these amounts to a regulatory account since they are probable of recovery or refund through rates in future periods.

	Pension Benefits		Other Benefits	
	Six Months Ended June 30,			
(in millions)	2025	2024	2025	2024
Service cost for benefits earned ⁽¹⁾	\$ 212	\$ 198	\$ 19	\$ 21
Interest cost	504	458	37	36
Expected return on plan assets	(527)	(507)	(75)	(70)
Amortization of prior service cost (credit)	(1)	(2)	1	1
Amortization of net actuarial loss (gain)	1	1	(11)	(11)
Net periodic benefit cost	189	148	(29)	(23)
Regulatory account transfer ⁽²⁾	(20)	(19)	—	—
Total	\$ 169	\$ 129	\$ (29)	\$ (23)

⁽¹⁾ A portion of service costs is capitalized pursuant to GAAP.

⁽²⁾ The Utility recorded these amounts to a regulatory account since they are probable of recovery from, or refund to, customers in future rates.

Non-service costs are reflected in Other income, net on the Condensed Consolidated Statements of Income. Service costs are reflected in Operating and maintenance on the Condensed Consolidated Statements of Income.

There was no material difference between PG&E Corporation and the Utility for the information disclosed above.

Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income (Loss)

The changes, net of income tax, in PG&E Corporation's Accumulated other comprehensive income (loss) consisted of the following:

	Pension Benefits	Other Benefits	Available-for-Sale Securities ⁽²⁾	Total
(in millions, net of income tax)	Three Months Ended June 30, 2025			
Beginning balance	\$ (35)	\$ 18	\$ 10	\$ (7)
Other comprehensive income before reclassification				
Gain on investments (net of taxes of \$0, \$0 and \$3, respectively)	—	—	7	7
Amounts reclassified from other comprehensive income: ⁽¹⁾				
Amortization of prior service cost (net of taxes of \$0, \$0, and \$0, respectively)	(1)	1	—	—
Amortization of net actuarial loss (gain) (net of taxes of \$0, \$2, and \$0, respectively)	1	(4)	—	(3)
Regulatory account transfer (net of taxes of \$0, \$2, and \$0, respectively)	1	3	—	4
Net current period other comprehensive gain	1	—	7	8
Ending balance	\$ (34)	\$ 18	\$ 17	\$ 1

⁽¹⁾ These components are included in the computation of net periodic pension and other post-retirement benefit costs. See the "Pension and Other Post-Retirement Benefits" table above for additional details.

⁽²⁾ Includes amounts related to the customer credit trust and Pacific Energy Risk Solutions, LLC.

	Pension Benefits	Other Benefits	Customer Credit Trust	Total
(in millions, net of income tax)	Three Months Ended June 30, 2024			
Beginning balance	\$ (28)	\$ 18	\$ 1	\$ (9)
Amounts reclassified from other comprehensive income: ⁽¹⁾				
Amortization of prior service cost (net of taxes of \$0, \$0, and \$0, respectively)	—	1	—	1
Amortization of net actuarial gain (net of taxes of \$0, \$2, and \$0, respectively)	—	(4)	—	(4)
Regulatory account transfer (net of taxes of \$0, \$2, and \$0, respectively)	—	3	—	3
Net current period other comprehensive loss	—	—	—	—
Ending balance	\$ (28)	\$ 18	\$ 1	\$ (9)

⁽¹⁾ These components are included in the computation of net periodic pension and other post-retirement benefit costs. See the "Pension and Other Post-Retirement Benefits" table above for additional details.

	Pension Benefits	Other Benefits	Customer Credit Trust	Total
(in millions, net of income tax)	Six Months Ended June 30, 2025			
Beginning balance	\$ (35)	\$ 18	\$ 3	\$ (14)
Other comprehensive income before reclassification				
Gain on investments (net of taxes of \$0, \$0, and \$5, respectively)	—	—	14	14
Amounts reclassified from other comprehensive income: ⁽¹⁾				
Amortization of prior service cost (net of taxes of \$0, \$0, and \$0, respectively)	(1)	1	—	—
Amortization of net actuarial loss (gain) (net of taxes of \$0, \$3, and \$0, respectively)	1	(8)	—	(7)
Regulatory account transfer (net of taxes of \$0, \$3, and \$0, respectively)	1	7	—	8
Net current period other comprehensive gain	1	—	14	15
Ending balance	\$ (34)	\$ 18	\$ 17	\$ 1

⁽¹⁾ These components are included in the computation of net periodic pension and other post-retirement benefit costs. See the “Pension and Other Post-Retirement Benefits” table above for additional details.

⁽²⁾ Includes amounts related to the customer credit trust and Pacific Energy Risk Solutions, LLC.

	Pension Benefits	Other Benefits	Customer Credit Trust	Total
(in millions, net of income tax)	Six Months Ended June 30, 2024			
Beginning balance	\$ (28)	\$ 18	\$ 2	\$ (8)
Other comprehensive income before reclassification				
Gain on investments (net of taxes of \$0, \$0, and \$1, respectively)	—	—	(1)	(1)
Amounts reclassified from other comprehensive income: ⁽¹⁾				
Amortization of prior service cost (net of taxes of \$0, \$0, and \$0, respectively)	(1)	1	—	—
Amortization of net actuarial gain (net of taxes of \$0, \$3, and \$0, respectively)	—	(8)	—	(8)
Regulatory account transfer (net of taxes of \$0, \$3, and \$0, respectively)	1	7	—	8
Net current period other comprehensive loss	—	—	(1)	(1)
Ending balance	\$ (28)	\$ 18	\$ 1	\$ (9)

⁽¹⁾ These components are included in the computation of net periodic pension and other post-retirement benefit costs. See the “Pension and Other Post-Retirement Benefits” table above for additional details.

There was no material difference between PG&E Corporation and the Utility for the information disclosed above.

Accounting Standards Issued But Not Yet Adopted

Income Taxes

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which amends the existing guidance to enhance the transparency and decision usefulness of income tax disclosures. The standard requires consistent categories and greater disaggregation of information in the rate reconciliation, and disaggregation of income taxes paid by jurisdiction. This ASU became effective for PG&E Corporation and the Utility on January 1, 2025. There is no significant impact on PG&E Corporation and the Utility’s Condensed Consolidated Financial Statements and related disclosures. PG&E Corporation and the Utility will adopt this new ASU in its Form 10-K for the year ending December 31, 2025.

Disaggregation of Income Statement Expenses

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*, which amends the existing guidance to require disclosure, in the notes to the financial statements, of specified information about certain costs and expenses. This ASU will become effective for PG&E Corporation and the Utility for fiscal years beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027, with early adoption permitted. PG&E Corporation and the Utility are currently evaluating the impact the guidance will have on their Condensed Consolidated Financial Statements and related disclosures.

Induced Conversions of Convertible Debt Instruments

In November 2024, the FASB issued ASU No. 2024-04, *Debt—Debt with Conversion and Other Options (Subtopic 470-20): Induced Conversions of Convertible Debt Instruments*, which amends the existing guidance by clarifying the requirements for determining whether certain settlements of convertible debt instruments should be accounted for as induced conversions. Under this ASU, to account for a settlement of a convertible debt instrument as an induced conversion, an inducement offer is required to provide the debt holder with, at a minimum, the consideration (in form and amount) issuable under the conversion privileges provided in the terms of the instrument. An entity should assess whether this criterion is satisfied as of the date the inducement offer is accepted by the holder. This ASU will become effective for PG&E Corporation and the Utility for fiscal years beginning after December 15, 2025, and interim reporting periods within those annual reporting periods, with early adoption permitted. PG&E Corporation and the Utility are currently evaluating the impact the guidance will have on their Condensed Consolidated Financial Statements and related disclosures.

NOTE 3: REGULATORY ASSETS, LIABILITIES, AND BALANCING ACCOUNTS

Regulatory Assets

Noncurrent regulatory assets are comprised of the following:

(in millions)	Balance at	
	June 30, 2025	December 31, 2024
Pension benefits	\$ 682	\$ 673
Environmental compliance costs	1,109	1,172
Price risk management	104	167
Catastrophic event memorandum account	762	742
Wildfire-related accounts	1,721	1,697
Deferred income taxes	5,242	4,771
Financing costs	209	216
SB 901 securitization	5,139	5,194
General rate case memorandum accounts	78	95
Other	807	834
Total noncurrent regulatory assets	\$ 15,853	\$ 15,561

Regulatory Liabilities

Noncurrent regulatory liabilities are comprised of the following:

(in millions)	Balance at	
	June 30, 2025	December 31, 2024
Cost of removal obligations	\$ 9,265	\$ 8,943
Public purpose programs	1,192	1,112
Employee benefit plans	1,098	1,088
Transmission tower wireless licenses	282	306
SFGO sale	40	79
SB 901 securitization	6,145	6,295
Wildfire self-insurance	807	804
Other	1,042	790
Total noncurrent regulatory liabilities	\$ 19,871	\$ 19,417

Regulatory Balancing Accounts

Current regulatory balancing accounts receivable and payable are comprised of the following:

(in millions)	Balance at	
	June 30, 2025	December 31, 2024
Electric distribution	\$ 1,705	\$ 1,591
Electric transmission	113	117
Gas distribution and transmission	119	387
Energy procurement	1,285	1,066
Public purpose programs	207	162
Wildfire-related accounts	640	979
Insurance premium costs	—	38
Residential uncollectibles balancing accounts	146	260
Catastrophic event memorandum account	265	500
General rate case memorandum accounts	557	1,113
Other	620	1,014
Total regulatory balancing accounts receivable	\$ 5,657	\$ 7,227

(in millions)	Balance at	
	June 30, 2025	December 31, 2024
Electric transmission	\$ 477	\$ 883
Gas distribution and transmission	61	72
Energy procurement	520	329
Public purpose programs	563	882
SFGO sale	42	93
Wildfire-related accounts	291	337
Nuclear decommissioning adjustment mechanism	10	23
Other	552	550
Total regulatory balancing accounts payable	\$ 2,516	\$ 3,169

For more information, see Note 3 of the Notes to the Consolidated Financial Statements in Item 8 of the 2024 Form 10-K.

NOTE 4: DEBT

Credit Facilities and Term Loans

The following table summarizes PG&E Corporation's and the Utility's outstanding borrowings and availability under their credit facilities as of June 30, 2025:

(in millions)	Termination Date	Maximum Facility Limit	Loans Outstanding	Letters of Credit Outstanding	Facility Availability
Utility revolving credit facility	June 2030	\$ 5,400 ⁽¹⁾	\$ —	\$ (388)	\$ 5,012
Utility Receivables Securitization Program ⁽²⁾	June 2027	1,500 ⁽³⁾	(190)	—	1,310 ⁽³⁾
PG&E Corporation revolving credit facility	June 2028	650	—	—	650
Total credit facilities		\$ 7,550	\$ (190)	\$ (388)	\$ 6,972

⁽¹⁾ Includes a \$2.0 billion letter of credit sublimit.

⁽²⁾ For more information on the Receivables Securitization Program, see "Variable Interest Entities" in Note 2 above.

⁽³⁾ The amount the Utility may borrow under the Receivables Securitization Program is limited to the lesser of the facility limit and the facility availability. Further, the facility availability may vary based on the amount of accounts receivable that the Utility owns that are eligible for sale to the SPV and the portion of those accounts receivable that are sold to the SPV that are eligible for advances by the lenders under the Receivables Securitization Program.

Utility

On April 11, 2025, the Utility amended its existing \$525 million term loan agreement to extend the maturity to April 10, 2026. The loan bears interest based on the Utility's election of either (1) Term Secured Overnight Financing Rate ("SOFR") (plus a 0.10% credit spread adjustment) plus an applicable margin of 1.375% or (2) the alternative base rate plus an applicable margin of 0.375%.

On June 23, 2025, the Utility amended its existing revolving credit agreement to, among other things, (i) extend the maturity date of such agreement to June 21, 2030, (ii) increase the aggregate commitments from \$4.4 billion to \$5.4 billion and (iii) modify both the interest rate pricing grid and commitment fee pricing grid.

On June 26, 2025, the Utility and the SPV amended the existing \$1.5 billion Receivables Securitization Program to, among other things (i) extend the scheduled termination date from June 26, 2026 to June 25, 2027 and (ii) allow the Utility and the SPV to request an increase to the commitments by an additional aggregate amount up of to \$250 million, subject to the satisfaction of certain terms and conditions.

PG&E Corporation

On June 23, 2025, PG&E Corporation amended its existing revolving credit agreement to, among other things, (i) extend the maturity date of such agreement to June 22, 2028, (ii) increase the aggregate commitments from \$500 million to \$650 million and (iii) modify both the interest rate pricing grid and commitment fee pricing grid.

Long-Term Debt Issuances and Redemptions

Utility

On February 24, 2025, the Utility completed the sale of (i) \$1.0 billion aggregate principal amount of 5.700% First Mortgage Bonds due 2035 and (ii) \$750 million aggregate principal amount of 6.150% First Mortgage Bonds due 2055. The Utility used the net proceeds of such issuances for (i) the repayment of all of its \$600 million aggregate principal amount of 3.500% First Mortgage Bonds due June 15, 2025, and (ii) the repayment of all of its \$450 million aggregate principal amount of 4.950% First Mortgage Bonds due June 8, 2025. The Utility used the remaining net proceeds from the offerings for general corporate purposes.

On June 4, 2025, the Utility completed the sale of (i) \$400 million aggregate principal amount of 5.000% First Mortgage Bonds due 2028 and (ii) \$850 million aggregate principal amount of 6.000% First Mortgage Bonds due 2035. The Utility expects to use the net proceeds of such issuances for repayment of a portion of its \$1.9 billion aggregate principal amount 3.15% First Mortgage Bonds due January 1, 2026.

Convertible Notes

On December 4, 2023, PG&E Corporation completed the sale of \$2.15 billion aggregate principal amount of 4.25% Convertible Senior Secured Notes due December 1, 2027 (the “Convertible Notes”).

As of both June 30, 2025 and December 31, 2024, the Condensed Consolidated Financial Statements reflected the net carrying amount of the Convertible Notes of \$2.13 billion, with unamortized debt issuance costs of \$17 million and \$20 million, respectively, in Long-term debt. For the three and six months ended June 30, 2025, the Condensed Consolidated Statements of Income reflected the total interest expense of approximately \$23 million and \$46 million, respectively. For the three and six months ended June 30, 2024, the total interest expense recorded was immaterial to the Condensed Consolidated Statements of Income.

For more information about the Convertible Notes, see Note 4 of the Notes to the Consolidated Financial Statements in Item 8 of the 2024 Form 10-K. As of June 30, 2025, none of the conditions allowing holders of the Convertible Notes to convert had been met.

NOTE 5: SB 901 SECURITIZATION AND CUSTOMER CREDIT TRUST

Pursuant to the financing order for the SB 901 securitization transactions, the Utility sold its right to receive revenues from the SB 901 Recovery Property to PG&E Wildfire Recovery Funding LLC, which, in turn, issued the recovery bonds secured by separate fixed recovery charges and separate SB 901 Recovery Property. The fixed recovery charges are designed to recover the full scheduled principal amount of the applicable series of recovery bonds along with any associated interest and financing costs. The fixed recovery charges and customer credits are presented on a net basis in Operating revenues in the Condensed Consolidated Statements of Income and had no net impact on Operating revenues for the six months ended June 30, 2025 and 2024.

Upon issuance of senior secured recovery bonds in May 2022 (“inception”), the Utility recorded a \$5.5 billion SB 901 securitization regulatory asset reflecting PG&E Wildfire Recovery Funding LLC’s right to recover \$7.5 billion in wildfire claims costs associated with the 2017 Northern California wildfires, partially offset by the \$2.0 billion in required upfront shareholder contributions to the customer credit trust. Of the \$2.0 billion in required upfront shareholder contributions, \$1.0 billion was contributed to the customer credit trust in 2022, \$350 million was contributed on March 28, 2024, and \$664 million was contributed on March 31, 2025. The Utility also recorded a \$5.54 billion SB 901 securitization regulatory liability at inception, which represents certain shareholder tax benefits the Utility had previously recognized that will be returned to customers. As tax benefits are monetized, contributions will be made to the customer credit trust, up to \$7.59 billion. The Utility expects to amortize the SB 901 securitization regulatory asset and liability over the life of the recovery bonds, with such amortization reflected in Operating and maintenance expense in the Condensed Consolidated Statements of Income. During the three and six months ended June 30, 2025, the Utility recorded \$63 million and \$139 million for amortization of the regulatory asset and liability, respectively, in the Condensed Consolidated Statements of Income. During the three and six months ended June 30, 2024, the Utility recorded \$82 million and \$162 million for amortization of the regulatory asset and liability, respectively, in the Condensed Consolidated Statements of Income.

The following tables illustrate the changes in the SB 901 securitization’s impact on the Utility’s regulatory assets and liabilities:

(in millions)	SB 901 securitization regulatory asset	
	2025	2024
Balance at January 1	\$ 5,194	\$ 5,249
Amortization	(55)	(19)
Balance at June 30	\$ 5,139	\$ 5,230

(in millions)	SB 901 securitization regulatory liability	
	2025	2024
Balance at January 1	\$ (6,295)	\$ (6,628)
Amortization	194	180
Additions ⁽¹⁾	(44)	(9)
Balance at June 30	\$ (6,145)	\$ (6,457)

⁽¹⁾ Includes \$44 million and \$9 million of returns on investments in the customer credit trust expected to be credited to customers for the six months ended June 30, 2025 and 2024, respectively.

NOTE 6: EQUITY

Dividends

Subject to the dividend restrictions as described in Note 6 of the Notes to the Consolidated Financial Statements in Item 8 of the 2024 Form 10-K, any decision to declare and pay dividends in the future will be made at the discretion of PG&E Corporation's and the Utility's Boards of Directors and will depend on, among other things, results of operations, financial condition, cash requirements, contractual restrictions and other factors that the Boards of Directors may deem relevant.

Utility

On each of November 29, 2024 and February 20, 2025, the Board of Directors of the Utility declared dividends on its outstanding series of preferred stock totaling \$3.5 million, which were paid on February 18 and May 15, 2025, to holders of record as of January 31 and April 30, 2025. On May 22, 2025, the Board of Directors of the Utility declared dividends on its outstanding series of preferred stock totaling \$3.5 million, payable on August 15, 2025, to holders of record as of July 31, 2025.

On each of February 20 and May 22, 2025, the Board of Directors of the Utility declared common stock dividends of \$575 million, which were paid to PG&E Corporation on March 18 and May 30, 2025, respectively.

PG&E Corporation

On each of November 29, 2024, February 20, and May 22, 2025, the Board of Directors of PG&E Corporation declared a quarterly common stock dividend of \$0.025 per share, each declaration totaling \$55 million, which were paid on January 15, April 15, and July 15, 2025, to holders of record as of December 31, 2024, March 31, and June 30, 2025, respectively.

On December 12, 2024, the Board of Directors of PG&E Corporation declared a cash dividend in the amount of \$0.7167 per mandatory convertible preferred share, totaling \$23 million, which was paid on February 27, 2025, to holders of record as of February 14, 2025. On February 20, 2025, the Board of Directors of PG&E Corporation declared a cash dividend in the amount of \$0.75 per mandatory convertible preferred share, totaling \$24 million, which was paid on May 29, 2025, to holders of record as of May 15, 2025. On May 22, 2025, the Board of Directors of PG&E Corporation declared a cash dividend in the amount of \$0.75 per mandatory convertible preferred share, totaling \$24 million, payable on September 1, 2025, to holders of record as of August 15, 2025.

NOTE 7: EARNINGS PER SHARE

PG&E Corporation's basic EPS is calculated by dividing the income available for common shareholders by the weighted average number of common shares outstanding. PG&E Corporation applies the treasury stock method of reflecting the dilutive effect of outstanding share-based compensation in the calculation of diluted EPS. The following is a reconciliation of PG&E Corporation's income available for common shareholders and weighted average common shares outstanding for calculating diluted EPS:

(in millions, except per share amounts)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Income available for common shareholders	\$ 521	\$ 520	\$ 1,128	\$ 1,252
Weighted average common shares outstanding, basic ⁽¹⁾	2,198	2,137	2,196	2,136
Add incremental shares from assumed conversions:				
Employee share-based compensation	5	5	5	5
Weighted average common shares outstanding, diluted	2,203	2,142	2,201	2,141
Total income per common share, diluted	\$ 0.24	\$ 0.24	\$ 0.51	\$ 0.58

⁽¹⁾ Excludes 477,743,590 shares of PG&E Corporation common stock held by the Utility.

For each of the periods presented above, the calculation of outstanding common shares on a diluted basis excluded an insignificant amount of options and securities that were antidilutive. For the three and six months ended June 30, 2025, the calculation of outstanding common shares on a diluted basis excluded the impacts of the mandatory convertible preferred stock, which was antidilutive.

NOTE 8: DERIVATIVES

Use of Derivative Instruments

The Utility is exposed to commodity price risk as a result of its electricity and natural gas procurement activities. Procurement costs are recovered through rates. The Utility uses both derivative and non-derivative contracts to manage volatility in customer rates due to fluctuating commodity prices. Derivatives include contracts, such as power purchase agreements, forwards, futures, swaps, options, and CRRs that are traded either on an exchange or over-the-counter.

Derivatives are presented in the Utility's Condensed Consolidated Balance Sheets and recorded at fair value and on a net basis in accordance with master netting arrangements for each counterparty. The fair value of derivative instruments is further offset by cash collateral paid or received where the right of offset and the intention to offset exist.

Price risk management activities that meet the definition of derivatives are recorded at fair value on the Condensed Consolidated Balance Sheets. These instruments are not held for speculative purposes and are subject to certain regulatory requirements. The Utility expects to fully recover through rates all costs related to derivatives under the applicable ratemaking mechanism in place as long as the Utility's price risk management activities are carried out in accordance with CPUC directives. Therefore, all unrealized gains and losses associated with the change in fair value of these derivatives are deferred and recorded within the Utility's regulatory assets and liabilities on the Condensed Consolidated Balance Sheets. Net realized gains or losses on commodity derivatives are recorded in the Cost of electricity or the Cost of natural gas with corresponding increases or decreases to regulatory balancing accounts for recovery from or refund to customers.

The Utility elects the normal purchase and sale exception for eligible derivatives. Eligible derivatives are those that require physical delivery in quantities that are expected to be used by the Utility over a reasonable period in the normal course of business and do not contain pricing provisions unrelated to the commodity delivered. These items are not reflected in the Condensed Consolidated Balance Sheets at fair value.

Volume of Derivative Activity

The volumes of the Utility's outstanding derivatives were as follows:

Underlying Product	Instruments	Contract Volume at	
		June 30, 2025	December 31, 2024
Natural Gas ⁽¹⁾ (MMBtus ⁽²⁾)	Forwards, futures, and swaps	293,476,836	179,257,247
	Options	53,165,000	37,717,500
Electricity (MWh)	Forwards, futures, and swaps	8,729,140	8,576,078
	Options	1,878,000	1,663,200
	Congestion Revenue Rights ⁽³⁾	103,445,748	123,040,895

⁽¹⁾ Amounts shown are for the combined positions of the electric fuels and core gas supply portfolios.

⁽²⁾ Million British Thermal Units.

⁽³⁾ CRRs are financial instruments that enable the holders to manage variability in electric energy congestion charges due to transmission grid limitations.

Presentation of Derivative Instruments in the Financial Statements

As of June 30, 2025, the Utility's outstanding derivative balances were as follows:

(in millions)	Commodity Risk			
	Gross Derivative Balance	Netting	Cash Collateral	Total Derivative Balance
Current assets – other	\$ 162	\$ (11)	\$ 12	\$ 163
Noncurrent assets – other	223	—	—	223
Current liabilities – other	(105)	11	—	(94)
Noncurrent liabilities – other	(104)	—	—	(104)
Total commodity risk	\$ 176	\$ —	\$ 12	\$ 188

As of December 31, 2024, the Utility's outstanding derivative balances were as follows:

(in millions)	Commodity Risk			
	Gross Derivative Balance	Netting	Cash Collateral	Total Derivative Balance
Current assets – other	\$ 186	\$ (16)	\$ —	\$ 170
Other noncurrent assets – other	233	—	—	233
Current liabilities – other	(152)	16	—	(136)
Noncurrent liabilities – other	(167)	—	—	(167)
Total commodity risk	\$ 100	\$ —	\$ —	\$ 100

Cash inflows and outflows associated with derivatives are included in operating cash flows on the Utility's Condensed Consolidated Statements of Cash Flows.

Some of the Utility's derivative instruments, including power purchase agreements, contain collateral posting provisions tied to the Utility's credit rating from each of the major credit rating agencies, also known as a credit-risk-related contingent feature. Multiple credit agencies continue to rate the Utility below investment grade, which results in the Utility posting additional collateral. As of June 30, 2025, the Utility satisfied or has otherwise addressed its obligations related to the credit-risk related contingency features.

NOTE 9: FAIR VALUE MEASUREMENTS

PG&E Corporation and the Utility measure their cash equivalents, trust assets, and price risk management instruments at fair value. A three-tier fair value hierarchy is established that prioritizes the inputs to valuation methodologies used to measure fair value:

- **Level 1** – Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.
- **Level 2** – Other inputs that are directly or indirectly observable in the marketplace.

- **Level 3** – Unobservable inputs which are supported by little or no market activities.

The fair value hierarchy requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

Assets and liabilities measured at fair value on a recurring basis for PG&E Corporation and the Utility are summarized below. Assets held in rabbi trusts are held by PG&E Corporation and not the Utility.

(in millions)	Fair Value Measurements				
	At June 30, 2025				
	Level 1	Level 2	Level 3	Netting ⁽¹⁾	Total
Assets:					
Short-term investments	\$ 338	\$ —	\$ —	\$ —	\$ 338
Pacific Energy Risk Solutions, LLC					
Short-term investments	979	—	—	—	979
Total Pacific Energy Risk Solutions, LLC	979	—	—	—	979
Nuclear decommissioning trusts					
Short-term investments	46	—	—	—	46
Global equity securities	2,433	—	—	—	2,433
Fixed-income securities	1,277	1,051	—	—	2,328
Assets measured at NAV	—	—	—	—	24
Total nuclear decommissioning trusts ⁽²⁾	3,756	1,051	—	—	4,831
Customer credit trust					
Short-term investments	16	—	—	—	16
Global equity securities	473	—	—	—	473
Fixed-income securities	88	358	—	—	446
Total customer credit trust	577	358	—	—	935
Price risk management instruments (Note 8)					
Electricity	—	48	312	3	363
Gas	—	25	—	(2)	23
Total price risk management instruments	—	73	312	1	386
Rabbi trusts					
Short-term investments	112	—	—	—	112
Global equity securities	4	—	—	—	4
Life insurance contracts	—	66	—	—	66
Total rabbi trusts	116	66	—	—	182
Long-term disability trust					
Short-term investments	4	—	—	—	4
Assets measured at NAV	—	—	—	—	129
Total long-term disability trust	4	—	—	—	133
TOTAL ASSETS	\$ 5,770	\$ 1,548	\$ 312	\$ 1	\$ 7,784
Liabilities:					
Price risk management instruments (Note 8)					
Electricity	\$ —	\$ 24	\$ 176	\$ (5)	\$ 195
Gas	—	9	—	(6)	3
TOTAL LIABILITIES	\$ —	\$ 33	\$ 176	\$ (11)	\$ 198

⁽¹⁾ Includes the effect of the contractual ability to settle contracts under master netting agreements and cash collateral.

⁽²⁾ Represents amount before deducting \$809 million primarily related to deferred taxes on appreciation of investment value.

(in millions)	Fair Value Measurements				
	At December 31, 2024				
	Level 1	Level 2	Level 3	Netting ⁽¹⁾	Total
Assets:					
Short-term investments	\$ 826	\$ —	\$ —	\$ —	\$ 826
Pacific Energy Risk Solutions, LLC					
Short-term investments	905	—	—	—	905
Total Pacific Energy Risk Solutions, LLC	905	—	—	—	905
Nuclear decommissioning trusts					
Short-term investments	53	—	—	—	53
Global equity securities	2,228	—	—	—	2,228
Fixed-income securities	1,250	1,027	—	—	2,277
Assets measured at NAV	—	—	—	—	22
Total nuclear decommissioning trusts ⁽²⁾	3,531	1,027	—	—	4,580
Customer credit trust					
Short-term investments	1	—	—	—	1
Global equity securities	186	—	—	—	186
Fixed-income securities	46	144	—	—	190
Total customer credit trust	233	144	—	—	377
Price risk management instruments (Note 8)					
Electricity	—	26	383	(6)	403
Gas	—	10	—	(10)	—
Total price risk management instruments	—	36	383	(16)	403
Rabbi trusts					
Short-term investments	107	—	—	—	107
Global equity securities	6	—	—	—	6
Life insurance contracts	—	66	—	—	66
Total rabbi trusts	113	66	—	—	179
Long-term disability trust					
Short-term investments	4	—	—	—	4
Assets measured at NAV	—	—	—	—	130
Total long-term disability trust	4	—	—	—	134
TOTAL ASSETS	\$ 5,612	\$ 1,273	\$ 383	\$ (16)	\$ 7,404
Liabilities:					
Price risk management instruments (Note 8)					
Electricity	\$ —	\$ 37	\$ 248	\$ (6)	\$ 279
Gas	—	34	—	(10)	24
TOTAL LIABILITIES	\$ —	\$ 71	\$ 248	\$ (16)	\$ 303

⁽¹⁾ Includes the effect of the contractual ability to settle contracts under master netting agreements and cash collateral.

⁽²⁾ Represents amount before deducting \$747 million primarily related to deferred taxes on appreciation of investment value.

Valuation Techniques

The following describes the valuation techniques used to measure the fair value of the assets and liabilities shown in the tables above. There are no restrictions on the terms and conditions upon which the investments may be redeemed. There were no material transfers between any levels for the six months ended June 30, 2025 or 2024.

Trust Assets

Assets Measured at Fair Value

In general, investments held in the trusts are exposed to various risks, such as interest rate, credit, and market volatility risks. Nuclear decommissioning trust assets, customer credit trust assets and other trust assets are composed primarily of equity and fixed-income securities and also include short-term investments that are money market funds classified as Level 1.

Global equity securities primarily include investments in common stock that are valued based on quoted prices in active markets and are classified as Level 1.

Fixed-income securities are primarily composed of U.S. government and agency securities, municipal securities, and other fixed-income securities, including corporate debt securities. U.S. government and agency securities primarily consist of U.S. Treasury securities that are classified as Level 1 because the fair value is determined by observable market prices in active markets. A market approach is generally used to estimate the fair value of fixed-income securities classified as Level 2 using evaluated pricing data such as broker quotes, for similar securities adjusted for observable differences. Significant inputs used in the valuation model generally include benchmark yield curves and issuer spreads. The external credit ratings, coupon rate, and maturity of each security are considered in the valuation model, as applicable.

Assets Measured at NAV Using Practical Expedient

Investments in the nuclear decommissioning trusts and the long-term disability trust that are measured at fair value using the NAV per share practical expedient have not been classified in the fair value hierarchy tables above. The fair value amounts are included in the tables above in order to reconcile to the amounts presented in the Condensed Consolidated Balance Sheets. These investments include commingled funds that are composed of equity securities traded publicly on exchanges as well as fixed-income securities that are composed primarily of U.S. government securities, credit securities, and asset-backed securities.

Pacific Energy Risk Solutions, LLC

Investments held in Pacific Energy Risk Solutions, LLC primarily include short-term investments that are U.S. government securities classified as Level 1.

Price Risk Management Instruments

Price risk management instruments include physical and financial derivative contracts, such as power purchase agreements, forwards, futures, swaps, options, and CRRs that are traded either on an exchange or over-the-counter.

Power purchase agreements, forwards, and swaps are valued using a discounted cash flow model. Exchange-traded futures that are valued using observable market forward prices for the underlying commodity are classified as Level 1. Over-the-counter forwards and swaps that are identical to exchange-traded futures or are valued using forward prices from broker quotes that are corroborated with market data are classified as Level 2. Exchange-traded options are valued using observable market data and market-corroborated data and are classified as Level 2.

Long-dated power purchase agreements that are valued using significant unobservable data are classified as Level 3. These Level 3 contracts are valued using either estimated basis adjustments from liquid trading points or techniques, including extrapolation from observable prices, when a contract term extends beyond a period for which market data is available. The Utility utilizes models to derive pricing inputs for the valuation of the Utility's Level 3 instruments using pricing inputs from brokers and historical data.

The Utility holds CRRs to hedge the financial risk of CAISO-imposed congestion charges in the day-ahead market. Limited market data is available in the CAISO auction and between auction dates; therefore, the Utility utilizes historical prices to forecast forward prices. CRRs are classified as Level 3.

Level 3 Measurements and Uncertainty Analysis

Inputs used and the fair value of Level 3 instruments are reviewed period-over-period and compared with market conditions to determine reasonableness.

Significant increases or decreases in any of those inputs would result in a significantly higher or lower fair value, respectively. All reasonable costs related to Level 3 instruments are expected to be recoverable through rates; therefore, there is no impact on net income resulting from changes in the fair value of these instruments. See Note 8 above.

Fair Value Measurement	Fair Value (in millions) At June 30, 2025		Valuation Technique	Unobservable Input	Range ⁽¹⁾ /Weighted-Average Price ⁽²⁾
	Assets	Liabilities			
Congestion revenue rights	\$ 257	\$ 100	Market approach	CRR auction prices	\$ (57) - 54 / 2
Power purchase agreements	\$ 55	\$ 76	Discounted cash flow	Forward prices	\$ 16 - 110 / 62

⁽¹⁾ Represents price per MWh.

⁽²⁾ Unobservable inputs were weighted by the relative fair value of the instruments.

Fair Value Measurement	Fair Value (in millions) At December 31, 2024		Valuation Technique	Unobservable Input	Range ⁽¹⁾ /Weighted-Average Price ⁽²⁾
	Assets	Liabilities			
Congestion revenue rights	\$ 366	\$ 121	Market approach	CRR auction prices	\$ (951) - 50,044 / 2
Power purchase agreements	\$ 17	\$ 127	Discounted cash flow	Forward prices	\$ 0 - 126 / 47

⁽¹⁾ Represents price per MWh.

⁽²⁾ Unobservable inputs were weighted by the relative fair value of the instruments.

Level 3 Reconciliation

The following table presents the reconciliation for Level 3 price risk management instruments for the three and six months ended June 30, 2025 and 2024, respectively:

(in millions)	Price Risk Management Instruments	
	2025	2024
Asset balance as of April 1	\$ 126	\$ 145
Net realized and unrealized gains (losses):		
Included in regulatory assets and liabilities or balancing accounts ⁽¹⁾	10	13
Asset balance as of June 30	\$ 136	\$ 158

⁽¹⁾ The costs related to price risk management activities are recovered through rates. Accordingly, unrealized gains and losses are deferred in regulatory liabilities and assets and net income is not impacted.

(in millions)	Price Risk Management Instruments	
	2025	2024
Asset balance as of January 1	\$ 127	\$ 191
Net realized and unrealized gains (losses):		
Included in regulatory assets and liabilities or balancing accounts ⁽¹⁾	9	(33)
Asset balance as of June 30	\$ 136	\$ 158

⁽¹⁾ The costs related to price risk management activities are recovered through rates. Accordingly, unrealized gains and losses are deferred in regulatory liabilities and assets and net income is not impacted.

Financial Instruments

PG&E Corporation and the Utility use the following methods and assumptions in estimating fair value for financial instruments: the fair values of cash, net accounts receivable, short-term borrowings, accounts payable, and customer deposits approximate their carrying values as of June 30, 2025 and December 31, 2024, as they are short-term in nature.

The carrying amount and fair value of PG&E Corporation's and the Utility's long-term debt instruments were as follows (the table below excludes financial instruments with carrying values that approximate their fair values):

(in millions)	At June 30, 2025		At December 31, 2024	
	Carrying Amount	Level 2 Fair Value	Carrying Amount	Level 2 Fair Value
Debt (Note 4)				
PG&E Corporation ⁽¹⁾	\$ 5,352	\$ 5,490	\$ 5,358	\$ 5,829
Utility	38,162	34,319	37,812	34,532

⁽¹⁾ As of June 30, 2025, the net carrying amount and the estimated fair value (Level 2) of the Convertible Notes was \$2.1 billion.

Nuclear Decommissioning Trust Investments

The following table provides a summary of equity securities and available-for-sale debt securities:

(in millions)	Amortized Cost	Total Unrealized Gains	Total Unrealized Losses	Total Fair Value
As of June 30, 2025				
Nuclear decommissioning trusts				
Short-term investments	\$ 46	\$ —	\$ —	\$ 46
Global equity securities	372	2,091	(6)	2,457
Fixed-income securities	2,341	44	(57)	2,328
Total ⁽¹⁾	\$ 2,759	\$ 2,135	\$ (63)	\$ 4,831
As of December 31, 2024				
Nuclear decommissioning trusts				
Short-term investments	\$ 54	\$ —	\$ (1)	\$ 53
Global equity securities	353	1,907	(10)	2,250
Fixed-income securities	2,341	20	(84)	2,277
Total ⁽¹⁾	\$ 2,748	\$ 1,927	\$ (95)	\$ 4,580

⁽¹⁾ Represents amounts before deducting \$809 million and \$747 million as of June 30, 2025 and December 31, 2024, respectively, primarily related to deferred taxes on appreciation of investment value.

The fair value of fixed-income securities by contractual maturity is as follows:

(in millions)	As of June 30, 2025
Less than 1 year	\$ 13
1–5 years	780
5–10 years	556
More than 10 years	979
Total maturities of fixed-income securities	\$ 2,328

The following table provides a summary of activity for the fixed-income and equity securities:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Proceeds from sales and maturities of nuclear decommissioning trust investments	\$ 501	\$ 587	\$ 779	\$ 1,044
Gross realized gains on securities	4	70	6	111
Gross realized losses on securities	(11)	(19)	(17)	(30)

Customer Credit Trust

The following table provides a summary of equity securities and available-for-sale debt securities:

(in millions)	Amortized Cost	Total Unrealized Gains	Total Unrealized Losses	Total Fair Value
As of June 30, 2025				
Customer credit trust				
Short-term investments	\$ 16	\$ —	\$ —	\$ 16
Global equity securities	397	80	(4)	473
Fixed-income securities	444	4	(2)	446
Total	\$ 857	\$ 84	\$ (6)	\$ 935
As of December 31, 2024				
Customer credit trust				
Short-term investments	\$ 1	\$ —	\$ —	\$ 1
Global equity securities	161	28	(3)	186
Fixed-income securities	193	1	(4)	190
Total	\$ 355	\$ 29	\$ (7)	\$ 377

The fair value of fixed-income securities by contractual maturity is as follows:

(in millions)	As of June 30, 2025
Less than 1 year	\$ —
1–5 years	116
5–10 years	63
More than 10 years	267
Total maturities of fixed-income securities	\$ 446

The following table provides a summary of activity for the fixed-income and equity securities:

(in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Proceeds from sales and maturities of customer credit trust investments	\$ 97	\$ 93	\$ 196	\$ 174
Gross realized gains on securities	2	—	5	8
Gross realized losses on securities	(8)	(1)	(11)	(2)

NOTE 10: WILDFIRE-RELATED CONTINGENCIES

Liability Overview

PG&E Corporation and the Utility have significant contingencies arising from their operations, including contingencies related to wildfires. PG&E Corporation and the Utility record a provision for a loss contingency when they determine that it is both probable that a liability has been incurred and the amount of the liability can be reasonably estimated. PG&E Corporation and the Utility evaluate which potential liabilities are probable and the related range of reasonably estimated losses and record a charge that reflects their best estimate or the lower end of the range, if there is no better estimate.

Assessing whether a loss is probable or reasonably possible, whether the loss or a range of losses is estimable, and the amount of the best estimate or lower end of the range often requires management to exercise significant judgment about future events. Management makes these assessments based on a number of assumptions and subjective factors, including negotiations (including those during mediations with claimants), discovery, settlements and payments, rulings, advice of legal counsel, and other information and events pertaining to a particular matter, and estimates based on currently available information and prior experience with wildfires. Unless expressly noted otherwise, the loss accruals in this Note reflect the lower end of the range of the reasonably estimable range of losses. PG&E Corporation and the Utility believe that it is reasonably possible that the amount of loss could be greater than the accrued estimated amounts but are unable to reasonably estimate the additional loss or the upper end of the range because, as described below, there are a number of unknown facts and legal considerations that may impact the amount of any potential liability, including the total scope and nature of claims that may be asserted against PG&E Corporation and the Utility.

Loss contingencies are reviewed quarterly, and estimates are adjusted to reflect the impact of all known information. As more information becomes available, including from potential claimants as litigation or resolution efforts progress, management estimates and assumptions regarding the potential financial impacts of wildfire events may change. For instance, PG&E Corporation and the Utility receive additional information with respect to damages claimed as the claims mediation and trial processes progress. PG&E Corporation's and the Utility's provision for loss and expense excludes anticipated outside counsel costs, which are expensed as incurred. PG&E Corporation's and the Utility's financial condition, results of operations, liquidity, and cash flows may be materially affected by the outcome of the following matters.

Potential liabilities related to wildfires depend on various factors, including the cause of the fire, contributing causes of the fire (including alternative potential origins, weather- and climate-related issues, and forest management and fire suppression practices), the number, size and type of structures damaged or destroyed, the contents of such structures and other personal property damage, the number and types of trees damaged or destroyed, attorneys' fees for claimants, the nature and extent of any personal injuries, including the loss of lives, the amount of fire suppression and clean-up costs, other damages the Utility may be responsible for if found negligent, and the amount of any penalties, fines, or restitution that may be imposed by courts or other governmental entities.

PG&E Corporation and the Utility are aware of numerous civil complaints related to the following wildfire events and expect that they may receive further complaints. However, the applicable statutes of limitations have expired for the 2019 Kincadee fire and 2021 Dixie fire, except for the 2021 Dixie fire USFS statute of limitations, which expires in 2027. The complaints include claims based on multiple theories of liability, including inverse condemnation, negligence, violations of the Public Utilities Code, violations of the Health & Safety Code, premises liability, trespass, public nuisance, and private nuisance. The plaintiffs in each action principally assert that PG&E Corporation's and the Utility's alleged failure to properly maintain, inspect, and de-energize their power lines was the cause of the relevant wildfire. The timing and outcome for resolution of any such claims or investigations are uncertain. The Utility believes it will continue to receive additional information from potential claimants in connection with these wildfire events as litigation or resolution efforts progress. Any such additional information may potentially allow PG&E Corporation and the Utility to refine the estimates of their accrued losses and may result in changes to the accrual depending on the information received. PG&E Corporation and the Utility intend to vigorously defend themselves against both criminal charges and civil complaints.

If the Utility's facilities, such as its electric distribution and transmission lines, are judicially determined to be the substantial cause of the following matters, and the doctrine of inverse condemnation applies, the Utility could be liable for property damage, business interruption, interest, and attorneys' fees without having been found negligent. California courts have imposed liability under the doctrine of inverse condemnation in legal actions brought by property holders against utilities on the grounds that losses borne by the person whose property was damaged through a public use undertaking should be spread across the community that benefited from such undertaking, and based on the assumption that utilities have the ability to recover these costs through rates. Further, California courts have determined that the doctrine of inverse condemnation is applicable regardless of whether the CPUC ultimately allows recovery by the utility for any such costs. The CPUC may decide not to authorize cost recovery even if a court decision were to determine that the Utility is liable as a result of the application of the doctrine of inverse condemnation. In addition to claims for property damage, business interruption, interest, and attorneys' fees under inverse condemnation, PG&E Corporation and the Utility could be liable for fire suppression costs, evacuation costs, medical expenses, personal injury damages, punitive damages and other damages under other theories of liability in connection with the following wildfire events, including if PG&E Corporation or the Utility were found to have been negligent.

If the liability for wildfires were to exceed \$1.0 billion in the aggregate in any Coverage Year, the Utility may be eligible to make a claim to the Wildfire Fund under AB 1054 to satisfy settled or finally adjudicated eligible claims in excess of such amount, except that claims related to the 2019 Kincade fire are subject to the 40% limitation on the allowed amount of claims arising before emergence from bankruptcy. PG&E Corporation and the Utility intend to continue to review the available information and other information as it becomes available, including evidence in the possession of Cal Fire, USFS, or the relevant district attorney's office, evidence from or held by other parties, claims that have not yet been submitted, and additional information about the nature and extent of personal and business property damages and losses, the nature, number and severity of personal injuries, and information made available through the discovery process.

The following table presents the cumulative amounts PG&E Corporation and the Utility have paid through June 30, 2025.

Payments (in millions)

2019 Kincade Fire	\$	1,177
2021 Dixie Fire		1,624
2022 Mosquito Fire		63
Total at June 30, 2025	\$	2,864

2019 Kincade Fire

According to Cal Fire, on October 23, 2019 at approximately 9:27 p.m. Pacific Time, a wildfire began northeast of Geyserville in Sonoma County, California (the "2019 Kincade fire"), located in the service area of the Utility. According to a Cal Fire incident update dated March 3, 2020, 3:35 p.m. Pacific Time, the 2019 Kincade fire consumed 77,758 acres and resulted in no fatalities, four first responder injuries, 374 structures destroyed, and 60 structures damaged. In connection with the 2019 Kincade fire, state and local officials issued numerous mandatory evacuation orders and evacuation warnings. Based on County of Sonoma information, PG&E Corporation and the Utility understand that the geographic zones subject to either a mandatory evacuation order or an evacuation warning between October 23, 2019 and November 4, 2019 included approximately 200,000 persons.

On July 16, 2020, Cal Fire issued a press release with its determination that the Utility's equipment caused the 2019 Kincade fire.

As of July 23, 2025, PG&E Corporation and the Utility are aware of approximately 135 complaints on behalf of at least 2,989 plaintiffs related to the 2019 Kincade fire. The plaintiffs filed master complaints on July 16, 2021; PG&E Corporation's and the Utility's response was filed on August 16, 2021; and PG&E Corporation and the Utility filed a demurrer with respect to the plaintiffs' inverse condemnation claims. On December 10, 2021, the court overruled the demurrer. On July 20, 2022, PG&E Corporation and the Utility filed a motion for summary adjudication on individual plaintiffs' claims for punitive damages. On July 14, 2024, the court vacated the bellwether trial date that had been scheduled for August 26, 2024, as well as the hearing on the motion for summary adjudication.

PG&E Corporation and the Utility are also aware of a complaint on behalf of Geysers Power Company, Calpine Corporation, and CPN Insurance Corporation. The court previously scheduled a trial on their claims. Since then, the parties entered into a settlement agreement, and the court vacated the trial date on April 23, 2025.

On October 11, 2022, the Utility entered into a tolling agreement with Cal OES, extending their time to file a complaint.

Based on the current state of the law concerning inverse condemnation in California and the facts and circumstances available to PG&E Corporation and the Utility as of the date of this filing, including Cal Fire’s determination of the cause and the information gathered as part of PG&E Corporation’s and the Utility’s investigation, PG&E Corporation and the Utility believe it is probable that they will incur a loss in connection with the 2019 Kincadee fire. PG&E Corporation and the Utility recorded a liability in the aggregate amount of \$1.225 billion as of December 31, 2024 (before available insurance). In the first quarter of 2025, PG&E Corporation and the Utility recorded additional charges of \$50 million. Based on the facts and circumstances available to PG&E Corporation and the Utility as of the date of this filing, including their experience with settlements, PG&E Corporation and the Utility recorded additional charges during the second quarter of 2025 of \$50 million for an aggregate liability of \$1.325 billion (before available insurance).

PG&E Corporation’s and the Utility’s accrued estimated losses represent the best estimate of the liability and do not include any claims related to Cal OES or any punitive damages.

The following table presents changes in the best estimate of PG&E Corporation’s and the Utility’s reasonably estimable losses, net of payments, for claims arising from the 2019 Kincadee fire since December 31, 2024.

Loss Accrual (in millions)

Balance at December 31, 2024	\$	267
Accrued Losses		100
Payments		(219)
Balance at June 30, 2025	\$	148

The Utility has fully collected its liability insurance coverage for third-party liability attributable to the 2019 Kincadee fire, which was for an aggregate amount of \$430 million.

2021 Dixie Fire

According to the Cal Fire Investigation Report on the 2021 Dixie fire (the “Cal Fire Investigation Report”), on July 13, 2021, at approximately 5:07 p.m. Pacific Time, a wildfire began in the Feather River Canyon near Cresta Dam (the “2021 Dixie fire”), located in the service area of the Utility. According to the Cal Fire Investigation Report, the 2021 Dixie fire consumed 963,309 acres and resulted in 1,311 structures destroyed and 94 structures damaged (including 763 residential homes, 12 multi-family homes, 8 commercial residential homes, 148 nonresidential commercial structures, and 466 detached structures), and four first-responder injuries. The Cal Fire Investigation Report does not attribute a fatality that was previously published in an October 25, 2021 Cal Fire incident report to the 2021 Dixie fire.

On January 4, 2022, Cal Fire issued a press release with its determination that the 2021 Dixie fire was caused by a tree contacting electrical distribution lines owned and operated by the Utility. On June 7, 2022, the Utility received a copy of the Cal Fire Investigation Report, which states that the fire ignited when a tree fell and contacted electrical distribution lines owned and operated by the Utility, and the Cal Fire Investigation Report has been made publicly available. The Cal Fire Investigation Report alleges that the Utility acted negligently in its response to the initial outage and fault that caused the 2021 Dixie fire. The Cal Fire Investigation Report also alleges that the subject tree had visible outward signs of damage and decay which would have been noticeable at the ground level, and that a brief visual inspection should have discovered the decay. Based on the information currently available to the Utility, through its ongoing investigation, including its inspection records, operating and inspection protocols and procedures, implementation of those protocols and procedures, and day-of-event response, the Utility believes its personnel acted reasonably (within the meaning of the applicable prudency standard discussed under “Regulatory Recovery” below) given the information available at the time and followed applicable policies and protocols both before ignition and in the day-of-event response. While an intervenor in a future cost recovery proceeding may argue the Cal Fire Investigation Report itself creates serious doubt with respect to the reasonableness of the Utility’s conduct, PG&E Corporation and the Utility do not believe the report identifies sufficient facts to shift the burden of proof applicable in a proceeding for cost recovery to the Utility. (See “Regulatory Recovery” and “Wildfire Fund under AB 1054” below.) PG&E Corporation and the Utility disagree with many allegations in the Cal Fire Investigation Report and plan to vigorously contest them. However, if the CPUC or the FERC were to reach conclusions similar to those of the Cal Fire Investigation Report, it may determine that the Utility had been imprudent, in which case some or all of its costs recorded to the WEMA would not be recoverable, the Utility would not be able to recover costs through FERC TO rates, or the Utility would be required to reimburse the Wildfire Fund for the costs and expenses that are allocated to it.

As of July 23, 2025, PG&E Corporation and the Utility are aware of approximately 184 complaints on behalf of at least 8,894 individual plaintiffs related to the 2021 Dixie fire and expect that they may receive further complaints. The plaintiffs seek damages that include wrongful death, property damage, economic loss, medical monitoring, punitive damages, exemplary damages, attorneys' fees and other damages. The court has scheduled and vacated numerous bellwether trial dates, including the previously scheduled bellwether trial date of June 23, 2025.

The Collins Pine Company and a group of timber companies filed a complaint against PG&E Corporation and the Utility on April 10, 2024. PG&E Corporation and the Utility answered this complaint on May 28, 2024.

Cal Fire filed a complaint against the Utility to recover suppression and investigation costs on June 30, 2023. The Utility filed an amended answer to the complaint on September 30, 2024. On October 10, 2024, Cal Fire filed a demurrer and motion to strike portions of the amended answer. On February 7, 2025, the court issued a ruling sustaining Cal Fire's demurrer and striking portions of the Utility's amended answer. On April 7, 2025, the Utility filed a petition for writ of mandate in the California First District Court of Appeal, seeking an order directing the trial court to reverse the ruling on Cal Fire's demurrer and motion to strike. On April 30, 2025, in response to the Court of Appeal's request, Cal Fire filed an opposition to the Utility's writ. The Utility filed a reply to the opposition on May 9, 2025. As of July 30, 2025, the writ remains pending with the Court of Appeal.

On February 7, 2023, the Utility entered into a tolling agreement with Cal OES, extending the agency's time to file a complaint. That tolling agreement remains in effect.

PG&E Corporation and the Utility are aware of a separate putative class complaint. After PG&E Corporation and the Utility demurred to the putative class complaint, the court issued an order abating the case unless the plaintiffs amended the complaint, which the plaintiffs did on February 12, 2025. On March 18, 2025, PG&E Corporation and the Utility filed an answer, and on April 18, 2025 filed an amended answer. On April 28, 2025, the plaintiffs filed a demurrer and a motion to strike PG&E Corporation and the Utility's answer. Those motions are set for hearing on October 1, 2025. The court set December 1, 2025 as the deadline for the plaintiffs to move for class certification.

Based on the current state of the law concerning inverse condemnation in California and the facts and circumstances available to PG&E Corporation and the Utility as of the date of this filing, including Cal Fire's determination of the cause and the information gathered as part of PG&E Corporation's and the Utility's investigation, PG&E Corporation and the Utility believe it is probable that they will incur a loss in connection with the 2021 Dixie fire. PG&E Corporation and the Utility recorded a liability in the aggregate amount of \$1.925 billion as of December 31, 2024 (before available recoveries). Based on the facts and circumstances available to PG&E Corporation and the Utility as of the date of this filing, including their experience with settlements, PG&E Corporation and the Utility recorded additional charges during the second quarter of 2025 of \$150 million for an aggregate liability of \$2.075 billion (before available recoveries).

PG&E Corporation's and the Utility's accrued estimated losses of \$2.075 billion do not include, among other things: (i) any amounts for potential penalties or fines that may be imposed by courts or other governmental entities on PG&E Corporation or the Utility, (ii) any punitive damages, (iii) any amounts in respect of compensation claims by federal or state agencies other than Cal Fire, including for fire suppression costs and damages related to federal land, (iv) class action medical monitoring costs, or (v) any other amounts that are not reasonably estimable.

As noted above, the aggregate estimated liability for claims in connection with the 2021 Dixie fire does not include potential claims for fire suppression costs, other than Cal Fire, or damage to land and vegetation in national parks or national forests. As to these damages, PG&E Corporation and the Utility have not concluded that a loss is probable. PG&E Corporation and the Utility are unable to reasonably estimate the range of possible losses for any such claims due to, among other factors, incomplete information as to facts pertinent to potential claims and defenses, as well as facts that would bear on the amount, type, and valuation of vegetation loss, potential reforestation, habitat loss, and other resources damaged or destroyed by the 2021 Dixie fire. PG&E Corporation and the Utility believe, however, that such losses could be significant with respect to fire suppression costs due to the size and duration of the 2021 Dixie fire and corresponding magnitude of fire suppression resources dedicated to fighting the 2021 Dixie fire and with respect to claims for damage to land and vegetation in national parks or national forests due to the very large number of acres of national parks and national forests that were affected by the 2021 Dixie fire. According to the Cal Fire Investigation Report, over \$650 million of costs had been incurred in suppressing the 2021 Dixie fire. The Utility estimates that the fire burned approximately 70,000 acres of national parks and approximately 685,000 acres of national forests.

The following table presents changes in the lower end of the range of PG&E Corporation's and the Utility's reasonably estimable losses, net of payments, for claims arising from the 2021 Dixie fire since December 31, 2024.

Loss Accrual (in millions)

Balance at December 31, 2024	\$	567
Accrued Losses		150
Payments		(265)
Balance at June 30, 2025	\$	452

As of June 30, 2025, the Utility recorded an insurance receivable of \$523 million for probable insurance recoveries in connection with the 2021 Dixie fire.

The Utility recorded an aggregate Wildfire Fund receivable of \$1.075 billion for probable recoveries in connection with the 2021 Dixie fire, of which it had received \$445 million as of June 30, 2025. AB 1054 provides that the CPUC may allocate costs and expenses in the application for cost recovery in full or in part taking into account factors both within and beyond the utility's control that may have exacerbated the costs and expenses, including humidity, temperature, and winds. PG&E Corporation and the Utility believe that, even if it found that the Utility acted unreasonably, the CPUC would nevertheless authorize recovery in part. See "Wildfire Fund under AB 1054" below. As of June 30, 2025, the Utility also recorded a \$95 million reduction to its regulatory liability for wildfire-related claims costs that were determined to be probable of recovery through the FERC TO formula rate and a \$526 million regulatory asset for costs that were determined to be probable of recovery through the WEMA. See "Regulatory Recovery" below. Decreases in the amount of the insurance receivable for the 2021 Dixie fire may also increase the amount that is probable of recovery through the FERC TO formula rate and the WEMA.

2022 Mosquito Fire

On September 6, 2022, at approximately 6:17 p.m. Pacific Time, the Utility was notified that a wildfire had ignited near Oxbow Reservoir in Placer County, California (the "2022 Mosquito fire"), located in the service area of the Utility. The National Wildfire Coordinating Group's InciWeb incident overview dated November 4, 2022 at 6:30 p.m. Pacific Time indicated that the 2022 Mosquito fire had consumed approximately 76,788 acres at that time. It also indicated no fatalities, no injuries, 78 structures destroyed, and 13 structures damaged (including 44 residential homes and 40 detached structures) and that the fire was 100% contained.

The USFS has indicated to the Utility an initial assessment that the fire started in the area of the Utility's power line on National Forest System lands and that the USFS is conducting a criminal investigation into the 2022 Mosquito fire. On September 24, 2022, the USFS removed and took possession of one of the Utility's transmission poles and attached equipment. The USFS has not issued a determination as to the cause.

The cause of the 2022 Mosquito fire remains under investigation by the USFS, the United States Department of Justice, and the CPUC. PG&E Corporation and the Utility are cooperating with the investigations. It is uncertain when any such investigations will be complete. PG&E Corporation and the Utility are also conducting their own investigation into the cause of the 2022 Mosquito fire. This investigation is ongoing.

As of July 23, 2025, PG&E Corporation and the Utility are aware of approximately 26 complaints on behalf of at least 2,716 individual plaintiffs related to the 2022 Mosquito fire and expect that they may receive further complaints. Placer County Water Agency ("PCWA"), Middle Fork Project Finance Authority, and a group of six public entities have each filed complaints. The plaintiffs seek damages that include property damage, economic loss, punitive damages, exemplary damages, attorneys' fees, and other damages. On April 24, 2024, PG&E Corporation and the Utility filed cross-complaints against PCWA, alleging that conduct by PCWA was a substantial cause of the 2022 Mosquito fire. The cross-complaints seek property damages, indemnification, attorneys' fees, and other damages. The court has set individual claimant bellwether trial dates for November 7, 2025 and April 13, 2026.

On May 28, 2025, the Utility executed an amendment to a tolling agreement with Cal OES, extending the agency's time to file a complaint until June 5, 2026.

Based on the current state of the law concerning inverse condemnation in California and the facts and circumstances available to PG&E Corporation and the Utility as of the date of this filing, including the information gathered as part of PG&E Corporation's and the Utility's investigation, PG&E Corporation and the Utility believe it is probable that they will incur a loss in connection with the 2022 Mosquito fire. PG&E Corporation and the Utility recorded a liability in the aggregate amount of \$100 million as of December 31, 2024 (before available insurance). Based on the facts and circumstances available to PG&E Corporation and the Utility as of the date of this filing, including their experience with settlements, PG&E Corporation and the Utility recorded additional charges during the second quarter of 2025 of \$150 million for an aggregate liability of \$250 million (before available insurance).

PG&E Corporation's and the Utility's accrued estimated losses do not include, among other things: (i) any amounts for potential penalties or fines that may be imposed by courts or other governmental entities on PG&E Corporation or the Utility, (ii) any punitive damages, (iii) amounts in respect of compensation claims by federal or state agencies for state or federal fire suppression costs and damages related to federal land, or (iv) any other amounts that are not reasonably estimable.

As noted above, the aggregate estimated liability for claims in connection with the 2022 Mosquito fire does not include potential claims for fire suppression costs from federal, state, county, or local agencies or damage to land and vegetation in national parks or national forests. As to these damages, PG&E Corporation and the Utility have not concluded that a loss is probable. PG&E Corporation and the Utility are unable to reasonably estimate the range of possible losses for any such claims due to, among other factors, incomplete information as to facts pertinent to potential claims and defenses, as well as facts that would bear on the amount, type, and valuation of vegetation loss, potential reforestation, habitat loss, and other resources damaged or destroyed by the 2022 Mosquito fire.

The following table presents changes in the lower end of the range of PG&E Corporation's and the Utility's reasonably estimable losses, net of payments, for claims arising from the 2022 Mosquito fire since December 31, 2024.

Loss Accrual (in millions)

Balance at December 31, 2024	\$	82
Accrued Losses		150
Payments		(45)
Balance at June 30, 2025	\$	187

As of June 30, 2025, the Utility recorded an insurance receivable of \$251 million for probable insurance recoveries in connection with the 2022 Mosquito fire, including legal fees. As of June 30, 2025, the Utility also recorded a \$6 million reduction to its regulatory liability for wildfire-related claims costs that were determined to be probable of recovery through the FERC TO formula rate and a \$54 million regulatory asset for costs that were determined to be probable of recovery through the WEMA. See "Regulatory Recovery" below.

Loss Recoveries

PG&E Corporation and the Utility have recovery mechanisms available for wildfire liabilities including from insurance, through rates, and from the Wildfire Fund. PG&E Corporation and the Utility record a receivable for a recovery when it is deemed probable that recovery of a recorded loss will occur, and the Utility can reasonably estimate the amount or its range. While the Utility plans to seek recovery of all insured losses, it is unable to predict the ultimate amount and timing of such recoveries. For more information on the applicable facts and circumstances of the corresponding wildfires, see "2019 Kincade Fire," "2021 Dixie Fire," and "2022 Mosquito Fire."

Total probable recoveries for the 2021 Dixie fire and the 2022 Mosquito fire as of June 30, 2025 are:

Potential Recovery Source (in millions)	2021 Dixie fire		2022 Mosquito fire	
Insurance	\$	523	\$	251
FERC TO rates		95		6
WEMA		526		54
Wildfire Fund		1,075		—
Probable recoveries at June 30, 2025⁽¹⁾	\$	2,219	\$	311

⁽¹⁾ Includes legal costs of \$125 million and \$54 million related to the 2021 Dixie fire and 2022 Mosquito fire, respectively, as of June 30, 2025.

The Utility could be subject to significant liability in connection with these wildfire events. If such liability is not recoverable from insurance or the other mechanisms described in this section, it could have a material impact on PG&E Corporation's and the Utility's financial condition, results of operations, liquidity, and cash flows.

Insurance

Self-Insurance

Since August 2023, the Utility's wildfire liability insurance for amounts up to \$1.0 billion has been entirely based on self-insurance and will remain as such through at least 2026. The self-insurance program includes a 5% deductible, capped at a maximum of \$50 million, on claims that are incurred each year.

Insurance Receivable

As of June 30, 2025, PG&E Corporation and the Utility have recorded total probable insurance recoveries of \$523 million and \$251 million in connection with the 2021 Dixie fire and the 2022 Mosquito fire, respectively. PG&E Corporation and the Utility intend to seek full recovery for all insured losses.

The balances for insurance receivables with respect to wildfires are included in Other accounts receivable in PG&E Corporation's and the Utility's Condensed Consolidated Balance Sheets. The following table presents changes in accrued insurance recoveries, net of reimbursements received, for the 2021 Dixie fire and 2022 Mosquito fire since December 31, 2024:

Insurance Receivable (in millions)	2021 Dixie fire	2022 Mosquito fire	Total
Balance at December 31, 2024	\$ 27	\$ 90	\$ 117
Accrued insurance recoveries	(5)	161	156
Reimbursements	—	(29)	(29)
Balance at June 30, 2025	\$ 22	\$ 222	\$ 244

Regulatory Recovery

Section 451.1 of the Public Utilities Code provides that when determining an application to recover costs and expenses arising from a covered wildfire, the CPUC shall allow cost recovery if the costs and expenses are just and reasonable (i.e., the "prudence standard"). AB 1054 states that a utility with a valid safety certification for the time period in which a covered wildfire ignited "shall be deemed to have been reasonable" unless "a party to the proceeding creates a serious doubt as to the reasonableness of the Utility's conduct," in which case the burden shifts to the utility to prove its conduct was reasonable. The Utility had a valid safety certification at the time of the 2021 Dixie fire and the 2022 Mosquito fire, so any analysis of cost recovery starts with this reasonableness presumption. AB 1054 also allows the CPUC to allocate costs and expenses "in full or in part taking into account factors both within and beyond the Utility's control that may have exacerbated the costs and expenses, including humidity, temperature, and winds."

The Utility's recorded receivables under the WEMA and with respect to the Wildfire Fund take into account this revised prudence standard and the presumption of reasonableness of the Utility's conduct, based on the Utility's interpretation of AB 1054 and the information currently available to the Utility. Although the concept of "serious doubt" has been applied in other regulatory proceedings, such as FERC proceedings, the revised prudence standard under AB 1054 has not been interpreted or applied by the CPUC and it is possible that the CPUC could interpret or apply the standard differently, in which case the Utility may not be able to recover all or a portion of expenses that it has recorded as a receivable.

FERC TO Rates

The Utility recognizes income and reduces its regulatory liability for potential refund through future FERC TO formula rates for a portion of the third-party wildfire-related claims in excess of insurance coverage. The FERC presumes that a utility's expenditures are prudent and permits cost recovery unless a party raises a serious doubt regarding the prudence of such costs. The allocation to transmission customers was based on a FERC-approved allocation factor as determined in the formula rate. Based on information currently available to the Utility regarding the 2021 Dixie fire and the 2022 Mosquito fire, as of June 30, 2025, the Utility recorded reductions of \$95 million and \$6 million, respectively, to its regulatory liability for wildfire-related claims costs that were determined to be probable of recovery through the FERC TO formula rate.

The WEMA provides for tracking of incremental wildfire claims, outside legal costs, and insurance premiums above those authorized in rates. With respect to wildfire claims and outside legal costs, the Utility expects that the same prudence standard as applies to the Wildfire Fund would also be applied in any CPUC review of an application filed by the Utility seeking recovery of such costs recorded to the WEMA. See “Wildfire Fund under AB 1054” below. As of June 30, 2025, based on information currently available to the Utility, incremental wildfire claims-related costs for the 2021 Dixie fire and the 2022 Mosquito fire were determined to be probable of recovery and the Utility recorded \$526 million and \$54 million, respectively, as regulatory assets in the WEMA.

Wildfire Fund under AB 1054

On July 12, 2019, AB 1054 became law. The law provides for the establishment of a statewide fund that will be available for eligible electric utility companies to pay eligible claims for liabilities arising from wildfires occurring after July 12, 2019 that are caused by the applicable electric utility company’s equipment, subject to the terms and conditions of AB 1054. Each of California’s large electric IOUs has elected to participate in the Wildfire Fund. Eligible claims are claims for third-party damages resulting from any such wildfires, limited to the portion of such claims that exceeds the greater of (i) \$1.0 billion in the aggregate arising from wildfires in any Coverage Year and (ii) the amount of insurance coverage required to be in place for the electric utility company pursuant to Section 3293 of the Public Utilities Code, added by AB 1054. The accrued Wildfire Fund receivable as of June 30, 2025 reflects an expectation that the Coverage Year will be based on the calendar year.

Electric utility companies that draw from the Wildfire Fund will only be required to reimburse amounts that are determined by the CPUC in a proceeding for cost recovery not to be just and reasonable, applying the prudence standard in AB 1054 and after allocating costs and expenses for cost recovery based on relevant factors both within and outside of a utility’s control that may have exacerbated the costs and expenses. This reimbursement requirement is subject to a disallowance cap equal to 20% of the equity portion of the IOU’s electric transmission and distribution rate base in the year of the prudence determination. A utility would not be required to reimburse the Wildfire Fund for disallowances that exceed the disallowance cap in the aggregate in a three calendar-year period. For the Utility, the disallowance cap would be approximately \$4.7 billion for 2025. This disallowance cap is based on the equity portion of the Utility’s forecasted weighted-average 2025 electric transmission and distribution rate base, which is subject to adjustment based on changes in the Utility’s electric transmission and distribution rate base. The disallowance cap is inapplicable in certain circumstances, including if the Wildfire Fund administrator determines that the electric utility company’s actions or inactions that resulted in the applicable wildfire constituted “conscious or willful disregard for the rights and safety of others,” or the electric utility company failed to maintain a valid safety certification. Costs that the CPUC determines to be just and reasonable in accordance with the prudence standard in AB 1054 will not be reimbursed to the Wildfire Fund, resulting in a draw-down of the Wildfire Fund.

Before the expiration of any current safety certification, the Utility must request a new safety certification from the OEIS, which the Utility expects to be issued within 90 days if the Utility has provided documentation that it has satisfied the requirements for the safety certification pursuant to Section 8389(e) of the Public Utilities Code, added by AB 1054. An issued safety certification is valid for 12 months or until a timely request for a new safety certification is acted upon, whichever occurs later. The safety certification is separate from the CPUC’s enforcement authority and does not preclude the CPUC from pursuing remedies for safety or other applicable violations. On December 11, 2024, the OEIS approved the Utility’s 2024 application and issued the Utility’s 2024 safety certification.

The Wildfire Fund and disallowance cap will be terminated when the amounts in the fund are exhausted. The Wildfire Fund is expected to be capitalized with at least \$21 billion through (i) a 15-year non-bypassable charge to customers, (ii) \$7.5 billion in initial contributions from California’s three large electric IOUs and (iii) \$300 million in annual contributions paid by the participating electric IOUs for a 10-year period.

The Wildfire Fund will only be available for payment of eligible claims so long as there are sufficient funds remaining in the Wildfire Fund. Such funds could be depleted more quickly than PG&E Corporation’s and the Utility’s 20-year estimate for the life of the Wildfire Fund, including as a result of claims made by California’s other participating electric utility companies. The Wildfire Fund is available to pay for the Utility’s eligible claims arising as of July 12, 2019, the effective date of AB 1054, subject to a limit of 40% of the allowed amount of such claims arising between the effective date of AB 1054 and the Utility’s emergence from Chapter 11. The 40% limit does not apply to eligible claims that arise after the Utility’s emergence from Chapter 11. AB 1054 authorizes the reimbursement of funds where a participating utility has demonstrated that it exercised reasonable business judgment in the valuation and payment of third-party claims.

As of June 30, 2025, PG&E Corporation and the Utility recorded \$625 million and \$5 million in Accounts receivable - other and Other noncurrent assets, respectively, for Wildfire Fund receivables related to the 2021 Dixie fire. The following table presents changes in accrued Wildfire Fund recoveries, net of claims paid by the Wildfire Fund received, for the 2021 Dixie fire since December 31, 2024:

Wildfire Fund Receivable (in millions)	2021 Dixie fire	
Balance at December 31, 2024	\$	756
Accrued Wildfire Fund recoveries		150
Claims paid by Wildfire Fund		(276)
Balance at June 30, 2025	\$	630

For more information, see Note 2 above.

Wildfire-Related Securities Litigation

As further described under the headings “Wildfire-Related Securities Claims in District Court” and “Wildfire-Related Securities Claims—Claims in the Bankruptcy Court Process,” PG&E Corporation and the Utility face certain wildfire-related securities claims related to the 2017 Northern California wildfires and other claims related to the 2018 Camp fire and the PSPS program in the Chapter 11 Cases (i.e., the Subordinated Claims), and certain former directors, former officers, and underwriters of certain note offerings face wildfire-related securities claims in the District Court action. The claims described under the heading “Wildfire-Related Securities Claims in District Court” are referred to as the “Wildfire-Related Non-Bankruptcy Securities Claims” and collectively with the claims described under the heading “Wildfire-Related Securities Claims—Claims in the Bankruptcy Court Process” are referred to in this section as the “Wildfire-Related Securities Claims.”

Based on the facts and circumstances available to PG&E Corporation and the Utility as of the date of this filing, PG&E Corporation believes it is probable that it will incur a loss in connection with these matters. PG&E Corporation has recorded a liability in the aggregate amount of \$300 million, which represents its best estimate of probable losses for the Wildfire-Related Securities Claims. PG&E Corporation believes that it is reasonably possible that the amount of loss could be greater or less than the accrued estimated amount due to the number of plaintiffs and the complexity of the litigation, and because a class settlement, if any, would be subject to, among other things, approval by the Bankruptcy Court and the District Court, and class members would have the right to opt out of any such settlement.

Wildfire-Related Securities Claims in District Court

In June 2018, two purported securities class actions were filed in the District Court, naming PG&E Corporation and certain of its former officers as defendants, entitled *David C. Weston v. PG&E Corporation, et al.* and *Jon Paul Moretti v. PG&E Corporation, et al.*, respectively. The complaints alleged material misrepresentations and omissions in various PG&E Corporation public disclosures related to, among other things, vegetation management and other issues connected to the 2017 Northern California wildfires. The complaints asserted claims under Section 10(b) and Section 20(a) of the Exchange Act and Rule 10b-5 promulgated thereunder, and sought unspecified monetary relief, interest, attorneys’ fees and other costs. Both complaints identified a proposed class period of April 29, 2015 to June 8, 2018. On September 10, 2018, the court consolidated both cases, and the litigation is now denominated *In re PG&E Corporation Securities Litigation*, U.S. District Court for the Northern District of California, Case No. 18-03509. The court also appointed PERA as lead plaintiff. PERA filed a consolidated amended complaint on November 9, 2018. On December 14, 2018, PERA filed a second amended consolidated complaint to add allegations regarding the 2018 Camp fire, including allegations regarding transmission line safety and the PSPS program.

On February 22, 2019, a third purported securities class action was filed in the District Court, entitled *York County on behalf of the York County Retirement Fund, et al. v. Rambo, et al.* (the “York County Action”). The complaint named as defendants certain former officers and directors, as well as the underwriters of four public offerings of notes from 2016 to 2018. Neither PG&E Corporation nor the Utility was named as a defendant. The complaint asserted claims under Section 11 of the Securities Act of 1933, as amended, based on alleged material misrepresentations and omissions in connection with the note offerings related to, among other things, PG&E Corporation’s and the Utility’s vegetation management and wildfire safety measures. On May 7, 2019, the York County Action was consolidated with *In re PG&E Corporation Securities Litigation*.

On May 28, 2019, the plaintiffs in the consolidated securities actions filed a third amended consolidated class action complaint, which includes the claims asserted in the previously filed actions and names as defendants PG&E Corporation, the Utility, certain former officers and directors, and the underwriters. On October 4, 2019, the officer, director, and underwriter defendants filed motions to dismiss the third amended complaint.

On March 21, 2023, another group of shareholders filed a separate action in the District Court against certain former officers and directors, entitled *Orbis Capital Limited et al., v. Williams et al.*, alleging similar claims to those alleged in *In re PG&E Corporation Securities Litigation*.

On August 21, 2024, the District Court entered an order setting a briefing schedule for renewed motions to dismiss the third amended complaint. Opening briefs were filed on October 24, 2024, opposition briefs were filed December 20, 2024, and reply briefs were filed January 31, 2025.

Wildfire-Related Securities Claims—Claims in the Bankruptcy Court Process

PG&E Corporation and the Utility intend to resolve securities claims filed in the bankruptcy consistent with the Plan. These claims consist of pre-petition claims against PG&E Corporation or the Utility under the federal securities laws related to, among other things, allegedly misleading statements or omissions with respect to vegetation management and wildfire safety disclosures, and are classified into separate categories under the Plan, each of which is subject to subordination under the United States Bankruptcy Code. The first category of claims consists of pre-petition claims arising from or related to the trading of common stock of PG&E Corporation (such claims, with certain other similar claims against PG&E Corporation, the “HoldCo Rescission or Damage Claims”). The second category of pre-petition claims, which comprises two separate classes under the Plan, consists of claims arising from the trading of debt securities issued by PG&E Corporation and the Utility (such claims, with certain other similar claims against PG&E Corporation and the Utility, the “Subordinated Debt Claims,” and together with the HoldCo Rescission or Damage Claims, the “Subordinated Claims”).

While PG&E Corporation and the Utility believe they have defenses to the Subordinated Claims, these defenses may not prevail and proceeds from any insurance may not be adequate to cover the full amount of the allowed claims. In that case, PG&E Corporation and the Utility will be required, pursuant to the Plan, to satisfy any such allowed claims as follows:

- each holder of an allowed HoldCo Rescission or Damage Claim will receive a number of shares of common stock of PG&E Corporation equal to such holder’s HoldCo Rescission or Damage Claim Share (as such term is defined in the Plan); and
- each holder of an allowed Subordinated Debt Claim will receive payment in full in cash.

PG&E Corporation and the Utility have engaged in settlement efforts with respect to the Subordinated Claims. All such settlements have been conditioned upon, among other things, resolution of that claimant’s Wildfire-Related Non-Bankruptcy Securities Claims. If any of the Subordinated Claims are ultimately not settled, PG&E Corporation and the Utility expect that those Subordinated Claims will be resolved by the Bankruptcy Court in the claims reconciliation process and treated as described above under the Plan. Under the Plan, after the Emergence Date, PG&E Corporation and the Utility have the authority to compromise, settle, object to, or otherwise resolve proofs of claim, and the Bankruptcy Court retains jurisdiction to hear disputes arising in connection with disputed claims. With respect to the Subordinated Claims, the claims reconciliation process may include litigation of the merits of such claims, including the filing of motions, fact discovery, and expert discovery. The total number and amount of allowed Subordinated Claims, if any, was not determined at the Emergence Date. To the extent any such claims are allowed, the total amount of such claims could be material, and therefore could result in (a) the issuance of a material number of shares of common stock of PG&E Corporation with respect to allowed HoldCo Rescission or Damage Claims, or (b) the payment of a material amount of cash with respect to allowed Subordinated Debt Claims. Such claims could have a material adverse impact on PG&E Corporation’s and the Utility’s financial condition, results of operations, liquidity, and cash flows.

Further, if shares are issued in respect of allowed HoldCo Rescission or Damage Claims, it may be determined that, under the Plan, the Fire Victim Trust should receive additional shares of common stock of PG&E Corporation such that it would have owned 22.19% of the outstanding common stock of reorganized PG&E Corporation on the Emergence Date, assuming that such issuance of shares in satisfaction of the HoldCo Rescission or Damage Claims had occurred on the Emergence Date.

On January 25, 2021, the Bankruptcy Court issued an order to approve procedures to help facilitate the resolution of the Subordinated Claims. The order, among other things, established procedures allowing PG&E Corporation and the Utility to collect trading information with respect to the Subordinated Claims, to engage in an alternative dispute resolution process for resolving disputed Subordinated Claims, and to file certain omnibus claim objections with respect to the Subordinated Claims.

PG&E Corporation and the Utility have worked to resolve the Subordinated Claims in accordance with procedures approved by the Bankruptcy Court, including by collecting trading information from holders of Subordinated Claims. Also, pursuant to those procedures, PG&E Corporation and the Utility have filed numerous omnibus objections in the Bankruptcy Court to certain of the Subordinated Claims. The Bankruptcy Court has entered several orders disallowing and expunging Subordinated Claims that were subject to these omnibus objections, and certain Subordinated Claims subject to these omnibus objections remain pending. PG&E Corporation and the Utility expect to continue to prosecute omnibus objections with respect to certain of the Subordinated Claims and act under the procedures approved by the Bankruptcy Court to resolve the Subordinated Claims.

Indemnification Obligations

To the extent permitted by law, PG&E Corporation and the Utility have obligations to indemnify directors and officers for certain events or occurrences while a director or officer is or was serving in such capacity, which indemnification obligations may extend to the claims asserted against certain directors and officers in the securities class actions.

PG&E Corporation and the Utility additionally may have indemnification obligations to the underwriters for the Utility's note offerings, pursuant to the underwriting agreements associated with those offerings. PG&E Corporation's and the Utility's indemnification obligations to the officers, directors and underwriters may be limited or affected by the Chapter 11 Cases, among other things.

Butte County District Attorney's Office Investigation into the 2018 Camp Fire

Following the 2018 Camp fire, the Butte County District Attorney's Office and the California Attorney General's Office opened a criminal investigation of the 2018 Camp fire.

On March 17, 2020, the Utility entered into the Plea Agreement and Settlement (the "Plea Agreement") with the People of the State of California, by and through the Butte County District Attorney's Office to resolve the criminal prosecution of the Utility in connection with the 2018 Camp fire. Subject to the terms and conditions of the Plea Agreement, the Utility pleaded guilty to 84 counts of involuntary manslaughter in violation of Penal Code section 192(b) and one count of unlawfully causing a fire in violation of Penal Code section 452, and to admit special allegations pursuant to Penal Code sections 452.1(a)(2), 452.1(a)(3) and 452.1(a)(4).

On August 20, 2021, the Butte County Superior Court held a brief hearing on the status of restitution, which involves distribution of funds from the Fire Victim Trust. The Butte County Superior Court has since continued the hearing to November 14, 2025.

NOTE 11: OTHER CONTINGENCIES AND COMMITMENTS

PG&E Corporation and the Utility have significant contingencies arising from their operations, including contingencies related to enforcement and litigation matters and environmental remediation. A provision for a loss contingency is recorded when it is both probable that a loss has been incurred and the amount of the loss can be reasonably estimated. PG&E Corporation and the Utility evaluate the range of reasonably estimated losses and record a provision based on the lower end of the range, unless an amount within the range is a better estimate than any other amount. The assessments of whether a loss is probable or reasonably possible, and whether the loss or a range of loss is estimable, often involve a series of complex judgments about future events. Loss contingencies are reviewed quarterly, and estimates are adjusted to reflect the impact of all known information, such as negotiations, discovery, settlements and payments, rulings, penalties related to regulatory compliance, advice of legal counsel, and other information and events pertaining to a particular matter. PG&E Corporation and the Utility exclude anticipated legal costs from the provision for loss and expense these costs as incurred. The Utility also has substantial financial commitments in connection with agreements entered into to support its operating activities. See “Purchase Commitments” below. PG&E Corporation’s and the Utility’s financial condition, results of operations, liquidity, and cash flows may be materially affected by the outcome of the following matters.

CPUC and FERC Matters

2022 WMCE Interim Rate Relief Subject to Refund

On December 15, 2022, the Utility filed an application with the CPUC requesting cost recovery of approximately \$1.36 billion of recorded expenditures, resulting in a proposed revenue requirement of approximately \$1.29 billion (the “2022 WMCE application”). The costs addressed in the 2022 WMCE application reflect costs related to wildfire mitigation and certain catastrophic events, as well as the implementation of various customer-focused initiatives. These costs were incurred primarily in 2021.

The recorded expenditures consist of \$1.2 billion in expenses and \$136 million in capital expenditures. On June 8, 2023, the CPUC adopted a final decision granting the Utility interim rate relief of \$1.1 billion to be recovered over 12 months, which went into effect July 1, 2023. The remaining \$224 million will be recovered to the extent it is approved after the CPUC issues a final decision for such requested rate relief. Cost recovery requested in the 2022 WMCE application is subject to the CPUC’s reasonableness review, which could result in some or all of the interim rate relief being subject to refund.

2023 WMCE Interim Rate Relief Subject to Refund

On December 1, 2023, the Utility filed an application with the CPUC requesting cost recovery of approximately \$2.18 billion of recorded expenditures, resulting in a proposed revenue requirement of approximately \$1.86 billion (the “2023 WMCE application”). The costs addressed in the 2023 WMCE application reflect costs related to wildfire mitigation and certain catastrophic events, as well as implementation of various customer-focused initiatives. These costs were incurred primarily in 2022.

The recorded expenditures consist of \$1.6 billion in expenses and \$559 million in capital expenditures. Of these amounts, approximately 15% of expense, or \$239 million, and 30% of capital expenditures, or \$167 million, relate to the Utility’s response to the 2022-2023 extreme winter storms CEMA event.

On September 16, 2024, the CPUC issued a final decision on interim rate that grants the Utility interim rate relief of \$944 million, plus interest, subject to refund, to be recovered over at least 17 months starting October 1, 2024. The remaining \$914 million, plus interest, would be recovered to the extent it is approved after the CPUC issues a final decision. Cost recovery requested in the 2023 WMCE application is subject to the CPUC’s reasonableness review, which could result in some or all of the interim rate relief being subject to refund.

Wildfire and Gas Safety Costs Interim Rate Relief Subject to Refund

On June 15, 2023, the Utility filed a WGSC application with the CPUC requesting cost recovery of approximately \$2.5 billion of recorded expenditures related to wildfire mitigation costs and gas safety and electric modernization costs.

The recorded expenditures for wildfire mitigation consist of \$726 million in expenses and \$1.5 billion in capital expenditures and cover activities during the years 2020 to 2022. The recorded expenditures for gas safety and electric modernization consist of \$120 million in expenses and \$118 million in capital expenditures and cover activities during the years 2017 to 2022. If approved, the requested cost recovery would result in an aggregate revenue requirement of \$688 million. The costs addressed in the WGSC application are incremental to those previously authorized in the Utility's 2020 GRC and other proceedings.

On March 7, 2024, the CPUC approved a final decision authorizing the Utility to recover \$516 million in interim rates to be recovered over at least 12 months starting April 1, 2024. The remaining \$172 million will be recovered to the extent it is approved after the CPUC issues a final decision. Cost recovery requested in this application is subject to the CPUC's reasonableness review, which could result in some or all of the interim rate relief being subject to refund.

Other Matters

PG&E Corporation and the Utility are subject to various claims and lawsuits that separately are not considered material. Accruals for contingencies related to such matters totaled \$86 million and \$74 million as of June 30, 2025 and December 31, 2024, respectively. These amounts were included in Other current liabilities on the Condensed Consolidated Financial Statements. Included among these claims and lawsuits are the proofs of claim filed in the Chapter 11 Cases, except for proofs of claim discussed under "Wildfire-Related Securities Claims—Claims in the Bankruptcy Court Process" in Note 10 above. PG&E Corporation and the Utility have resolved a significant majority of the proofs of claim. PG&E Corporation and the Utility continue their review and analysis of certain remaining claims. PG&E Corporation and the Utility do not believe it is reasonably possible that the resolution of these matters will have a material impact on their financial condition, results of operations, or cash flows.

Tax Matters

PG&E Corporation's tax returns have been accepted through 2015 for federal income tax purposes. The Internal Revenue Service ("IRS") is auditing PG&E Corporation's tax returns for 2015 through 2018. The most significant unresolved matter relates to the deductibility of approximately \$850 million in costs for San Bruno related safety spend, which the CPUC did not allow the Utility to recover through rates, and \$400 million in customer bill credits. PG&E Corporation records an income tax benefit related to a deduction for an uncertain tax position when it determines it is more likely than not that the uncertain tax position will ultimately be sustained. On June 4, 2024, the Office of Chief Counsel of the IRS issued a technical advice memorandum taking the position that the costs the Utility incurred for San Bruno related to safety spend and customer bill credits are nondeductible fines or penalties. As a result, in the year ended December 31, 2024, PG&E Corporation determined that it is no longer more likely than not that its deduction related to a portion of the customer bill credits would ultimately be sustained. Accordingly, PG&E Corporation has decreased its Income tax benefit by \$70 million in the year ended December 31, 2024 related to state and federal income taxes. PG&E Corporation intends to defend itself vigorously as to all costs in this matter.

Environmental Remediation Contingencies

Given the complexities of the legal and regulatory environment and the inherent uncertainties involved in the early stages of a remediation project, the process for estimating remediation liabilities requires significant judgment. The Utility records an environmental remediation liability when the site assessments indicate that remediation is probable, and the Utility can reasonably estimate the loss or a range of probable amounts. The Utility records an environmental remediation liability based on the lower end of the range of estimated probable costs, unless an amount within the range is a better estimate than any other amount. Key factors that inform the development of estimated costs include site feasibility studies and investigations, applicable remediation actions, operations and maintenance activities, post-remediation monitoring, and the cost of technologies that are expected to be approved to remediate the site. Amounts recorded are not discounted to their present value. The Utility's environmental remediation liability is primarily included in Noncurrent liabilities on the Condensed Consolidated Balance Sheets and is comprised of the following:

(in millions)	Balance at	
	June 30, 2025	December 31, 2024
Topock natural gas compressor station	\$ 339	\$ 294
Hinkley natural gas compressor station	97	97
Former MGP sites owned by the Utility or third parties ⁽¹⁾	764	782
Utility-owned generation facilities (other than fossil fuel-fired), other facilities, and third-party disposal sites ⁽²⁾	74	76
Fossil fuel-fired generation facilities and sites ⁽³⁾	18	18
Total environmental remediation liability	\$ 1,292	\$ 1,267

⁽¹⁾ Primarily driven by the following sites: San Francisco Beach Street, Napa, and San Francisco East Harbor.

⁽²⁾ Primarily driven by Geothermal Landfill and Shell Pond site.

⁽³⁾ Primarily driven by the San Francisco Potrero Power Plant.

The Utility's gas compressor stations, former MGP sites, power plant sites, gas gathering sites, and sites used by the Utility for the storage, recycling, and disposal of potentially hazardous substances are subject to requirements issued by the United States Environmental Protection Agency under the Federal Resource Conservation and Recovery Act in addition to other state laws relating to hazardous substances. The Utility has a comprehensive program to comply with federal, state, and local laws and regulations related to hazardous materials, waste, remediation activities, and other environmental requirements. The Utility assesses and monitors the environmental requirements on an ongoing basis and implements changes to its program as deemed appropriate. The Utility's remediation activities are overseen by the California Environmental Protection Agency, Department of Toxic Substances Control ("DTSC"), several California regional water quality control boards, and various other federal, state, and local agencies.

The Utility's environmental remediation liability as of June 30, 2025, reflects its best estimate of probable future costs for remediation based on the current assessment data and regulatory obligations. Future costs will depend on many factors, including the extent of work necessary to implement final remediation plans, the Utility's time frame for remediation, and unanticipated claims filed against the Utility. The Utility may incur actual costs in the future that are materially different than this estimate and such costs could have a material impact on results of operations, financial condition, and cash flows during the period in which they are recorded. As of June 30, 2025, the Utility expected to recover \$1.1 billion of its environmental remediation liability for certain sites through various ratemaking mechanisms authorized by the CPUC.

Natural Gas Compressor Station Sites

The Utility is legally responsible for remediating groundwater contamination caused by hexavalent chromium used in the past at the Utility's natural gas compressor stations. The Utility is also required to take measures to abate the effects of the contamination on the environment.

Topock Site

The Utility's remediation and abatement efforts at the Topock site are subject to the regulatory authority of the DTSC and the U.S. Department of the Interior. On April 24, 2018, the DTSC authorized the Utility to build an in-situ groundwater treatment system to convert hexavalent chromium into a non-toxic and non-soluble form of chromium. Construction activities began in October 2018, and the initial phase of construction was completed in 2021. Additional phases of construction will continue for several years. It is reasonably possible that the Utility's undiscounted future costs associated with the Topock site may increase by as much as \$203 million if the extent of contamination or necessary remediation is greater than anticipated. The costs associated with environmental remediation at the Topock site are expected to be recovered primarily through the HSMA, where 90% of the costs are recovered through rates.

Hinkley Site

The Utility's remediation and abatement efforts at the Hinkley site are subject to the regulatory authority of the California Regional Water Quality Control Board, Lahontan Region. In November 2015, the California Regional Water Quality Control Board, Lahontan Region adopted a clean-up and abatement order directing the Utility to contain and remediate the underground plume of hexavalent chromium and the potential environmental impacts. The final order states that the Utility must continue and improve its remediation efforts, define the boundaries of the chromium plume, and take action to meet interim cleanup targets. It is reasonably possible that the Utility's undiscounted future costs associated with the Hinkley site may increase by as much as \$136 million if the extent of contamination or necessary remediation is greater than anticipated. The costs associated with environmental remediation at the Hinkley site will not be recovered through rates.

Former Manufactured Gas Plants

Former MGPs used coal and oil to produce gas for use by the Utility's customers before natural gas became available. The by-products and residues of this process were often disposed of at the MGPs themselves. The Utility has a program to manage the residues left behind as a result of the manufacturing process; many of the sites in the program have been addressed. It is reasonably possible that the Utility's undiscounted future costs associated with MGP sites may increase by as much as \$576 million if the extent of contamination or necessary remediation at identified MGP sites is greater than anticipated. The costs associated with environmental remediation at the MGP sites are recovered through the HSMA, where 90% of the costs are recovered through rates.

Utility-Owned Generation Facilities and Third-Party Disposal Sites

Utility-owned generation facilities and third-party disposal sites often involve long-term remediation. It is reasonably possible that the Utility's undiscounted future costs associated with Utility-owned generation facilities and third-party disposal sites may increase by as much as \$76 million if the extent of contamination or necessary remediation is greater than anticipated. The environmental remediation costs associated with the Utility-owned generation facilities and third-party disposal sites are recovered through the HSMA, where 90% of the costs are recovered through rates.

Fossil Fuel-Fired Generation Sites

In 1998, the Utility divested its generation power plant business as part of generation deregulation. Although the Utility sold its fossil-fueled power plants, the Utility retained the environmental remediation liability associated with each site. It is reasonably possible that the Utility's undiscounted future costs associated with fossil fuel-fired generation sites may increase by as much as \$15 million if the extent of contamination or necessary remediation is greater than anticipated. The environmental remediation costs associated with the fossil fuel-fired sites will not be recovered through rates.

Nuclear Insurance

The Utility maintains multiple insurance policies through NEIL and EMANI, covering nuclear or non-nuclear events at the Utility's two nuclear generating units at DCPD and the Humboldt Bay independent spent fuel storage installation.

NEIL provides insurance coverage for property damages and business interruption losses incurred by the Utility if a nuclear or non-nuclear event were to occur at the Utility's two nuclear generating units at DCP. NEIL provides property damage and business interruption coverage of up to \$3.2 billion per nuclear incident and \$2.5 billion per non-nuclear incident for DCP. For the Humboldt Bay independent spent fuel storage installation, NEIL provides up to \$50 million of coverage for nuclear and non-nuclear property damages. NEIL also provides coverage for damages caused by acts of terrorism and cyberattacks at nuclear power plants. Through NEIL, there is up to \$3.2 billion available to the membership to cover this exposure. These coverage amounts are shared by all NEIL members and all nuclear and non-nuclear property insurance policies issued by NEIL. EMANI shares losses with NEIL, as part of the first \$400 million of coverage within the current nuclear insurance program. EMANI also provides an additional \$200 million in excess insurance for property damage and business interruption losses incurred by the Utility if a nuclear or non-nuclear event were to occur at DCP. If NEIL losses in any policy year exceed accumulated funds, the Utility could be subject to a retrospective assessment. If NEIL were to exercise this assessment, the maximum aggregate annual retrospective premium obligation for the Utility would be approximately \$43 million. For more information about the Utility's nuclear insurance coverage, see Note 15 of the Notes to the Consolidated Financial Statements in Item 8 of the 2024 Form 10-K.

Purchase Commitments

In the ordinary course of business, the Utility enters into various agreements to purchase power and electric capacity; natural gas supply, transportation, and storage; nuclear fuel supply and services; and various other commitments. As of December 31, 2024, the Utility had undiscounted future expected obligations of approximately \$33 billion. See Note 15 of the Notes to the Consolidated Financial Statements in Item 8 of the 2024 Form 10-K. During the six months ended June 30, 2025, several power purchase agreements that were previously signed by the Utility were approved by the CPUC and met major operational milestones, resulting in additional undiscounted future expected obligations of approximately \$2.6 billion over the next 25 years.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

PG&E Corporation's and the Utility's primary market risk results from changes in energy commodity prices. PG&E Corporation and the Utility engage in price risk management activities for non-trading purposes only. Both PG&E Corporation and the Utility may engage in these price risk management activities using forward contracts, futures, options, and swaps to hedge the impact of market fluctuations on energy commodity prices and interest rates. See the section above entitled "Risk Management Activities" in Part I, Item 2 and in Notes 8 and 9 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1.

ITEM 4. CONTROLS AND PROCEDURES

As required by Rules 13a-15(b) or 15d-15(b) under the Exchange Act, PG&E Corporation and the Utility carried out an evaluation, under the supervision and with the participation of management, including their respective principal executive officers and principal financial officers, of the effectiveness of the design and operation of their disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) under the Exchange Act) as of the end of the period covered by this Quarterly Report on Form 10-Q. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures. No matter how well designed and operated, disclosure controls and procedures can provide only reasonable, rather than absolute, assurance of achieving the desired control objectives. Based on the foregoing, PG&E Corporation's and the Utility's respective principal executive officers and principal financial officers concluded that such controls and procedures were effective as of the end of the period covered by this Quarterly Report on Form 10-Q.

There were no changes in internal control over financial reporting that occurred during the three months ended June 30, 2025, that have materially affected, or are reasonably likely to materially affect, PG&E Corporation's or the Utility's internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

In addition to the following proceedings, PG&E Corporation and the Utility are parties to various lawsuits and regulatory proceedings in the ordinary course of their business. For more information regarding material lawsuits and proceedings, including updates to information reported under Item 3: "Legal Proceedings" of the 2024 Form 10-K, see Notes 10 and 11 of the Notes to the Condensed Consolidated Financial Statements in Part I, Item 1 and Part I, Item 2: "Litigation Matters."

Each of PG&E Corporation and the Utility has elected to disclose environmental proceedings described in Item 103(c)(3)(iii) of Regulation S-K unless it reasonably believes that such proceeding will result in no monetary sanctions, or in monetary sanctions, exclusive of interest and costs, of less than \$1 million.

CZU Lightning Complex Fire Notices of Violation

Between November 2020 and January 2021, several governmental entities raised concerns regarding the Utility's emergency response to the 2020 CZU Lightning Complex fire, including Cal Fire, the California Coastal Commission, the Central Coast Regional Water Quality Control Board, and the Santa Cruz County Board of Supervisors alleging environmental, vegetation management, and unpermitted work violations. The Utility continues to work with the California Coastal Commission and the Central Coast Regional Water Quality Control Board to resolve any outstanding issues. Violations can result in penalties, remediation, and other relief.

Based on the information available, PG&E Corporation and the Utility believe it is probable that a liability has been incurred. Accordingly, PG&E Corporation and the Utility have recorded charges for amounts that are not material. PG&E Corporation and the Utility do not believe that the resolution of these matters will have a material impact on their financial condition, results of operations, or cash flows.

Butte Canal Breach

On August 9, 2023, a canal in Butte County owned by the Utility breached. The Central Valley Regional Water Quality Control Board has alleged environmental violations in connection with the breach. Violations can result in penalties, remediation, and other relief.

Based on the information available, PG&E Corporation and the Utility believe it is probable that a liability has been incurred, but the amount of the liability is not reasonably estimable. PG&E Corporation and the Utility do not believe that the resolution of this matter will have a material impact on their financial condition, results of operations, or cash flows.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 5. OTHER INFORMATION

During the three months ended June 30, 2025, no director or officer of PG&E Corporation or the Utility adopted or terminated a "Rule 10b5-1 trading arrangement" or a "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408 of Regulation S-K.

Certain officers have made elections to participate in, and are participating in, the PG&E Corporation Retirement Savings Plan, which includes a PG&E Corporation Common Stock Fund investment option, and non-qualified deferred compensation plans, which may have a similar option and are described in PG&E Corporation's and the Utility's joint proxy statement. Also, certain officers have made, and may from time to time make, elections to have shares withheld to cover withholding taxes upon the vesting of restricted stock units or performance share units, or to pay the exercise price and withholding taxes for stock options, which may be designed to satisfy the affirmative defense conditions of Rule 10b5-1 under the Exchange Act or may constitute "non-Rule 10b5-1 trading arrangements" (as defined in Item 408(c) of Regulation S-K).

ITEM 6. EXHIBITS

EXHIBIT INDEX

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| 3.1 | <u>Conformed Version of Amended and Restated Articles of Incorporation of PG&E Corporation, filed June 22, 2020, as amended by the Certificate of Amendment of Articles of Incorporation of PG&E Corporation, filed May 24, 2022 (incorporated by reference to PG&E Corporation's Form 10-K dated December 31, 2022 (File No. 1-12609), Exhibit 3.1)</u> |
| 3.2 | <u>Certificate of Determination of 6.000% Series A Mandatory Convertible Preferred Stock of PG&E Corporation, filed with the Secretary of State of the State of California and effective as of December 5, 2024 (incorporated by reference to PG&E Corporation's Form 8-K dated December 2, 2024 (File No. 1-12609), Exhibit 3.1)</u> |

3.3		<u>Bylaws of PG&E Corporation, Amended and Restated as of December 12, 2024 (incorporated by reference to PG&E Corporation's Form 8-K dated December 12, 2024 (File No. 1-12609), Exhibit 3.1)</u>
3.4		<u>Amended and Restated Articles of Incorporation of Pacific Gas and Electric Company, effective as of June 22, 2020 (incorporated by reference to Pacific Gas and Electric Company's Form 8-K dated June 20, 2020 (File No. 1-23448), Exhibit 3.2)</u>
3.5		<u>Bylaws of Pacific Gas and Electric Company, Amended and Restated as of December 12, 2024 (incorporated by reference to Pacific Gas and Electric Company's Form 8-K dated December 12, 2024 (File No. 1-2348), Exhibit 3.2)</u>
4.1		<u>Twenty-Ninth Supplemental Indenture, dated as of June 4, 2025, between Pacific Gas and Electric Company and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Pacific Gas and Electric Company's Form 8-K dated June 2, 2025 (File No. 1-2348), Exhibit 4.1)</u>
10.1		<u>Amendment No. 4 to Credit Agreement, dated as of April 11, 2025, among Pacific Gas and Electric Company, the lenders party thereto, and Bank of America, N.A., as administrative agent (incorporated by reference to Pacific Gas and Electric Company's Form 10-Q dated April 24, 2025 (File No. 1-2348), Exhibit 10.2)</u>
10.2		<u>Amendment No. 5 to Credit Agreement, dated as of June 23, 2025, among PG&E Corporation, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent (incorporated by reference to Pacific Gas and Electric Company's Form 8-K dated June 23, 2025 (File No. 1-2348), Exhibit 10.2)</u>
10.3		<u>Amendment No. 5 to Credit Agreement, dated as of June 23, 2025, among Pacific Gas and Electric Company, the lenders party thereto, and Citibank, N.A., as administrative agent and designated agent (incorporated by reference to Pacific Gas and Electric Company's Form 8-K dated June 23, 2025 (File No. 1-2348), Exhibit 10.1)</u>
10.4		<u>Amendment No. 13 to Receivables Financing Agreement, dated as of June 26, 2025, among PG&E AR Facility, LLC, as borrower, Pacific Gas and Electric Company, in its capacity as initial servicer, the financial institutions from time to time party thereto and listed therein as lenders and MUFG Bank, Ltd., as administrative agent</u>
10.5	*	<u>PG&E Corporation 2021 Long-Term Incentive Plan, as amended effective as of May 22, 2025</u>
10.6	*	<u>Form of Restricted Stock Unit Agreement for 2025 grants to Non-Employee Directors under the PG&E Corporation 2021 Long-Term Incentive Plan</u>
31.1		<u>Certifications of the Principal Executive Officer and the Principal Financial Officer of PG&E Corporation required by Section 302 of the Sarbanes-Oxley Act of 2002</u>
31.2		<u>Certifications of the Principal Executive Officers and the Principal Financial Officer of Pacific Gas and Electric Company required by Section 302 of the Sarbanes-Oxley Act of 2002</u>
32.1	**	<u>Certifications of the Principal Executive Officer and the Principal Financial Officer of PG&E Corporation required by Section 906 of the Sarbanes-Oxley Act of 2002</u>
32.2	**	<u>Certifications of the Principal Executive Officers and the Principal Financial Officer of Pacific Gas and Electric Company required by Section 906 of the Sarbanes-Oxley Act of 2002</u>
101.INS		XBRL Instance Document
101.SC		XBRL Taxonomy Extension Schema Document
101.CA		XBRL Taxonomy Extension Calculation Linkbase Document
101.LA		XBRL Taxonomy Extension Labels Linkbase Document
101.PRE		XBRL Taxonomy Extension Presentation Linkbase Document
101.DE		XBRL Taxonomy Extension Definition Linkbase Document
104		Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

*Management contract or compensatory agreement.

**Pursuant to Item 601(b)(32) of SEC Regulation S-K, these exhibits are furnished rather than filed with this report.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this Quarterly Report on Form 10-Q to be signed on their behalf by the undersigned thereunto duly authorized.

PG&E CORPORATION

/s/ CAROLYN J. BURKE

Carolyn J. Burke
Executive Vice President and Chief Financial Officer
(duly authorized officer and principal financial officer)

PACIFIC GAS AND ELECTRIC COMPANY

/s/ STEPHANIE N. WILLIAMS

Stephanie N. Williams
Vice President, Chief Financial Officer, and Controller
(duly authorized officer and principal financial officer)

Dated: July 30, 2025

AMENDMENT NO. 13 TO RECEIVABLES FINANCING AGREEMENT

This AMENDMENT NO. 13 TO RECEIVABLES FINANCING AGREEMENT, dated as of June 26, 2025 (this “Amendment”), among PG&E AR Facility, LLC, a Delaware limited liability company (the “Borrower”), Pacific Gas and Electric Company, a California corporation (“PG&E”), as initial Servicer (in such capacity, the “Servicer”) and as retention holder (in such capacity, the “Retention Holder”), JPMorgan Chase Bank, N.A. (“JPM”), as a Committed Lender and as a Group Agent, Falcon Asset Funding LLC (“Falcon”), as a Conduit Lender, Mizuho Bank, Ltd. (“Mizuho”), as a Committed Lender and as a Group Agent, BNP Paribas (“BNP”), as a Committed Lender and as a Group Agent, Starbird Funding Corporation (“Starbird”), as a Conduit Lender, Victory Receivables Corporation (“Victory”), as a Conduit Lender, and MUFG Bank, Ltd. (“MUFG”), as a Committed Lender, as a Group Agent and as Administrative Agent (in such capacity, the “Administrative Agent”).

W I T N E S S E T H :

WHEREAS, the parties hereto have heretofore entered into that certain Receivables Financing Agreement, dated as of October 5, 2020 (as amended, restated, supplemented, assigned or otherwise modified from time to time, the “Agreement”);

WHEREAS, concurrently herewith, the Borrower, the Servicer, each Group Agent and the Administrative Agent are entering into that certain Amended and Restated Fee Letter, dated as of the date hereof (as amended, restated, supplemented, assigned or otherwise modified from time to time, the “Fee Letter”);

WHEREAS, Jupiter Securitization Company LLC (“Jupiter”) and Falcon are parties to that certain Assignment and Acceptance Agreement, dated as of October 23, 2024 (the “Assignment Agreement”), pursuant to which, among other things, (i) Jupiter assigned its outstanding Capital as well as its rights and obligations to Falcon and (ii) Falcon became a party to the Agreement as a Conduit Lender; and

WHEREAS, the parties hereto seek to modify the Agreement upon the terms hereof.

NOW, THEREFORE, in exchange for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and confirmed), each of the parties hereto agree as follows:

A G R E E M E N T:

1. **Definitions.** Unless otherwise defined or provided herein, capitalized terms used herein have the meanings attributed thereto in (or by reference in) Section 1.01 of the Agreement.
2. **Amendments to the Agreement.** Effective as of the date hereof, the Agreement is hereby amended to incorporate the changes shown on the marked pages of the Agreement attached hereto as Exhibit A.

3. Conditions to Effectiveness. This Amendment shall be effective as of the date hereof upon satisfaction of the following conditions:

- (a) receipt by the Administrative Agent of executed counterparts of this Amendment duly executed by each of the parties hereto;
- (b) receipt by the Administrative Agent of executed counterparts of the Fee Letter duly executed by each of the parties thereto; and
- (c) the Administrative Agent shall have received evidence that the Upfront Fee (as defined in the Fee Letter) has been received by each Group Agent.

4. Certain Representations and Warranties. Each of the Servicer, the Retention Holder and the Borrower represents and warrants to each Credit Party as of the date hereof, as follows:

(a) Representations and Warranties. Both before and immediately after giving effect to this Amendment, the Fee Letter and the transactions contemplated hereby and thereby, all of its respective representations and warranties contained in the Agreement (other than the representations and warranties set forth in Sections 6.01(f)(ii) and (l) of the Agreement and in Sections 6.02(f)(ii), (m)(i), (m)(ii) and (p) of the Agreement) and each other Transaction Document to which it is a party that (x) do not contain a materiality qualification are true and correct in all material respects on and as of the date hereof, and (y) contains a materiality qualification are true and correct on and as of the date hereof (or, to the extent such representations and warranties specifically relate to an earlier date, such representations and warranties were true and correct in all material respects, or true and correct, as the case maybe, as of such earlier date).

(b) Power and Authority; Due Authorization. That it has all necessary corporate power, limited liability company power, and authority (as applicable) to (i) execute and deliver this Amendment, the Fee Letter and the transactions contemplated hereby and thereby and (ii) perform its obligations under this Amendment, the Agreement (as amended hereby), the Fee Letter and each of the other Transaction Documents to which it is a party and the execution, delivery and performance of, and the consummation of the transactions provided for in, this Amendment, the Agreement, the Fee Letter and the other Transaction Documents to which it is a party have been duly authorized by all necessary corporate or limited liability company action, as applicable.

(c) Binding Obligations. This Amendment, the Agreement (as amended hereby), the Fee Letter and each of the other Transaction Documents to which it is a party constitute the legal, valid and binding obligations of the Borrower, the Servicer and the Retention Holder, as applicable, enforceable against the Borrower, the Servicer or the Retention Holder, as applicable, in accordance with their respective terms, except as enforceability may be limited by (x) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law) and (y) applicable Requirements of Law (including the approval of the CPUC) prior to foreclosure or other exercise of remedies hereunder or under the Transaction Documents.

(d) No Event of Default or Termination Events. No Event of Default, Unmatured Event of Default, Termination Event or Unmatured Termination Event has occurred and is continuing, and no Event of Default, Unmatured Event of Default, Termination Event or Unmatured Termination Event would result from this Amendment, the Fee Letter or the transactions contemplated hereby or thereby.

5. Acknowledgement. Each of the Borrower, the Servicer, JPM and Falcon acknowledge and agree that (i) Falcon is a party to the Agreement in the capacity of a Conduit Lender, (ii) JPM is the Group Agent for Falcon and (iii) Jupiter is no longer a party to or has any rights or obligations under the Agreement or any other Transaction Document.

6. Reference to and Effect on the Agreement and the Other Transaction Documents.

(a) From and after the effectiveness of this Amendment, each reference in the Agreement to “this Agreement”, “hereof”, “herein”, “hereunder” or words of like import, and each reference in each of the other Transaction Documents to the “Receivables Financing Agreement”, “thereunder”, “thereof” or words of like import, in each case referring to the Agreement, shall mean and be, a reference to the Agreement, as amended hereby.

(b) The Agreement (except as specifically amended herein) and the other Transaction Documents are hereby ratified and confirmed in all respects by each of the parties hereto and shall remain in full force and effect in accordance with its respective terms.

(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of or amendment to, any right, power or remedy of the Administrative Agent or any other Credit Party under, nor constitute a waiver of or amendment to, any other provision or condition under, the Agreement or any other Transaction Document.

7. Costs and Expenses. The Borrower agrees to pay on demand all reasonable and documented out-of-pocket costs and expenses of the Administrative Agent and the other Credit Parties in connection with the preparation, negotiation, execution and delivery of this Amendment and the transactions contemplated hereby.

8. GOVERNING LAW. THIS AMENDMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICT OF LAWS PROVISIONS THEREOF).

9. Transaction Documents. This Amendment is a Transaction Document executed pursuant to the Agreement and shall be construed, administered and applied in accordance with the terms and provisions thereof.

10. Integration. This Amendment, the Agreement and the other Transaction Documents contain the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings.

11. Severability. Any provisions of this Amendment which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Amendment by facsimile transmission, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart hereof or any other electronic means as provided in the immediately following sentence. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Amendment and the transactions contemplated hereby shall be deemed to include an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

13. Mutual Negotiations. This Amendment is the product of mutual negotiations by the parties hereto and their counsel, and no party shall be deemed the draftsperson of this Amendment or any provision hereof or to have provided the same. Accordingly, in the event of any inconsistency or ambiguity of any provision of this Amendment, such inconsistency or ambiguity shall not be interpreted against any party because of such party’s involvement in the drafting thereof.

14. Headings. The captions and headings of this Amendment are included herein for convenience of reference only and shall not affect the interpretation of this Amendment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

PG&E AR FACILITY, LLC

By: /s/ Monica Klemann
Name: Monica Klemann
Title: Assistant Treasurer

PACIFIC GAS AND ELECTRIC COMPANY,
as the Servicer and as Retention Holder

By: /s/ Margaret K. Becker
Name: Margaret K. Becker
Title: Vice President and Treasurer

S-1 Amendment No. 13 to RFA

MUFG BANK, LTD.,
as Administrative Agent

By: /s/ Eric Williams
Name: Eric Williams
Title: Managing Director

MUFG BANK, LTD.,
as Group Agent for the MUFG Group

By: /s/ Eric Williams
Name: Eric Williams
Title: Managing Director

MUFG BANK, LTD.,
as a Committed Lender

By: /s/ Eric Williams
Name: Eric Williams
Title: Managing Director

VICTORY RECEIVABLES CORPORATION,
as a Conduit Lender

By: /s/ Kevin J. Corrigan
Name: Kevin J Corrigan
Title: Vice President

MIZUHO BANK, LTD.,
as Group Agent for the Mizuho Group

By: /s/Jeremy Ebrahim
Name: Jeremy Ebrahim
Title: Managing Director

MIZUHO BANK, LTD.,
as a Committed Lender

By: /s/Jeremy Ebrahim
Name: Jeremy Ebrahim
Title: Managing Director

BNP PARIBAS,
as Group Agent for the BNP Group

By: /s/ Carl Spalding
Name: Carl Spalding
Title: Managing Director

By: /s/ Chris Fukuoka
Name: Chris Fukuoka
Title: Director

BNP PARIBAS,
as a Committed Lender

By: /s/ Carl Spalding
Name: Carl Spalding
Title: Managing Director

By: /s/ Chris Fukuoka
Name: Chris Fukuoka
Title: Director

STARBIRD FUNDING CORPORATION,
as a Conduit Lender

By: /s/ David V. DeAngelis
Name: David V. DeAngelis
Title: Vice President

JPMORGAN CHASE BANK, N.A.,
as Group Agent for the JPM Group

By: /s/ John M Kuhns
Name: John M Kuhns
Title: Executive Director

JPMORGAN CHASE BANK, N.A.,
as a Committed Lender

By: /s/ John M Kuhns
Name: John M Kuhns
Title: Executive Director

FALCON ASSET FUNDING LLC,
as a Conduit Lender

By: /s/ John M Kuhns Name: John M Kuhns
Title: Executive Director

Exhibit A

(attached)

Exhibit A

~~Conformed~~ EXHIBIT A to Amendment ~~1213~~ to Receivables Financing Agreement, dated as of June 26, ~~2024~~ 2025

RECEIVABLES FINANCING AGREEMENT

Dated as of October 5, 2020 by and among

PG&E AR FACILITY, LLC,
as Borrower,

THE PERSONS FROM TIME TO TIME PARTY HERETO,
as Lenders and as Group Agents,

MUFG BANK, LTD.,

as Administrative Agent, and

PACIFIC GAS AND ELECTRIC COMPANY,
as initial Servicer and as Retention Holder

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[EXHIBIT M – Form of Commitment Increase Request](#)

SCHEDULES

SCHEDULE I – Commitments
SCHEDULE II – Lock-Boxes, Collection Accounts and Borrower Accounts SCHEDULE III – Notice Addresses

proceeds of all Related Security with respect to such Pool Receivable and (d) all other proceeds of such Pool Receivable.

“Commitment” means, with respect to any Committed Lender (including a Related Committed Lender) and any date of determination during any Period, the maximum aggregate amount which such Person is obligated to lend hereunder on account of all Loans as set forth on Schedule I or in the Assignment and Acceptance Agreement or other agreement pursuant to which it became a Lender, as such amount may be modified in connection with any subsequent assignment pursuant to Section 13.03 or in connection with a reduction in the Facility Limit pursuant to Section 2.02(e) ~~or~~, any increase or decrease in Commitments pursuant to Section 2.02(h), or any increase in Commitments pursuant to Section 2.02(i). If the context so requires, “Commitment” also refers to a Committed Lender’s obligation to make Loans hereunder in accordance with this Agreement.

“Committed Lenders” means MUFG and each other Person that is or becomes a party to this Agreement in the capacity of a “Committed Lender”.

“Commonly Controlled Entity” means an entity, whether or not incorporated, that is under common control with any PG&E Party within the meaning of Section 4001 of ERISA or is part of a group that includes any PG&E Party and that is treated as a single employer under Section 414 of the Code.

“Concentration Limit” means at any time for any Obligor, the product of (i) such Obligor’s Specified Concentration Percentage, times (ii) the aggregate Unpaid Balance of the Eligible Receivables included in the Receivables Pool at the time of determination.

“Conduit Lender” means each commercial paper conduit that is or becomes a party to this Agreement in the capacity of a “Conduit Lender”.

“Confirmation Order” means that certain order of the United States Bankruptcy Court for the Northern District of California, San Francisco Division dated June 20, 2020 Docket No. 8053 confirming a plan of reorganization same as or substantially similar to the Plan of Reorganization.

“Contract” means, with respect to any Receivable, a contract (including any purchase order or invoice), between an Originator and an Obligor, pursuant to which such Receivable arises or which evidences such Receivable. A “related” Contract with respect to a Receivable means a Contract under which such Receivable arises or which is relevant to the collection or enforcement of such Receivable.

“Control Direction” has the meaning set forth in the Intercreditor Agreement.

“CP Rate” means, (a) with respect to ~~Jupiter Securitization Company~~ Falcon Asset Funding LLC and for any Interest Period (or portion thereof) for any Portion of Capital, the per annum rate calculated to yield the “weighted average cost” (as defined below) for such Interest Period (or portion thereof) in respect to Notes issued by such Conduit Lender; provided, however, that if any component of such rate is a discount rate, in calculating the CP Rate for

supporting letters of credit and net proceeds of the sale or other disposition of repossessed goods or other collateral or property of the related obligor or any other Person directly or indirectly liable for the payment of such Excluded Receivable and available to be applied thereon) and (b) all other proceeds of such Excluded Receivable.

“Excluded Receivables” means all (i) CTA Charges, (ii) DWR Bond Charges and DWR Other Charges, (iii) ESP Charges, (iv) Nuclear Decommission Charges, (iv) Securitization Bond Charges and (v) UDC Consolidated Billing Receivables.

“Excluded Receivables Percentage” means, as of any date of determination, a fraction (expressed as a percentage), (a) the numerator of which is an amount equal to (i) the aggregate Unpaid Balance of all Excluded Receivables on such date, minus (ii) the aggregate Unpaid Balance of all UDC Consolidated Billing Receivables on such date and (b) the denominator of which is the sum of (i) the aggregate Unpaid Balance of all Excluded Receivables on such date, plus (ii) the aggregate Unpaid Balance of all Pool Receivables on such date.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to an Affected Person or required to be withheld or deducted from a payment to an Affected Person:

(a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) imposed as a result of such Affected Person being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in the Loans or Commitment pursuant to a law in effect on the date on which (i) such Lender makes a Loan or its Commitment or (ii) such Lender changes its lending office, except in each case to the extent that amounts with respect to such Taxes were payable either to such Lender’s assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office and (c) any U.S. federal withholding Taxes imposed pursuant to FATCA.

“Executive Order” means Executive Order No. 13224 on Terrorist Financings: Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten To Commit, or Support Terrorism issued on September 23, 2001.

“Exiting Group” has the meaning specified in Section 2.02(g).

“Facility Limit” means, as of any date of determination, the aggregate Commitment of each Committed Lender at such time, as reduced from time to time pursuant to Section 2.02(e) ~~or~~, increased or decreased pursuant to Section 2.02(h), or increased pursuant to Section 2.02(i). References to the unused portion of the Facility Limit shall mean, at any time of determination, an amount equal to (x) the Facility Limit at such time, minus (y) the Aggregate Capital at such time.

“Facility Limit Increase Date” has the meaning set forth in Section 2.02(i).

“Facility Limit Increase Deliverables” has the meaning set forth in Section 2.02(i).

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

“FCPA” has the meaning set forth in Section 6.01(n)(ii).

“Federal Funds Rate” means, for any period, a fluctuating interest rate per annum, determined by Administrative Agent, equal (for each day during such period) to:

(a) the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers, as published for such day (or, if such day is not a Business Day, for the next preceding Business Day) by the Federal Reserve Bank of New York; or

(b) if such rate is not so published for any day which is a Business Day, the average of the quotations for such day on such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

“Federal Government Obligor” means the United States, any territory, possession or commonwealth of the United States, or any agency, department or instrumentality of any of the foregoing, but excluding any Local Government Obligor.

“Federal Government Receivable” means any Receivable the Obligor of which is a Federal Government Obligor.

“Fee Letter” has the meaning specified in Section 2.03(a). “Fees” has the meaning specified in Section 2.03(a).

“FERA Program” means the Family Electric Rate Assistance program or any replacement program therefore pursuant to which certain low-income Obligor receive a predefined percentage discount on their invoice.

“FERA Program Receivable” means any Receivable, the Obligor of which is currently enrolled in the FERA Program.

“FERC” means the Federal Energy Regulatory Commission, including the staff thereof and any successor thereto.

(“OFAC”) (or any successor thereto) or the U.S. Department of State, or as otherwise published from time to time; (b) that is fifty-percent or more owned, directly or indirectly, in the aggregate by one or more Persons described in clause (a) above; (c) that is operating, organized or resident in a Sanctioned Country; (d) with whom engaging in trade, business or other activities is otherwise prohibited or restricted by Sanctions; or (e) (i) an agency of the government of a Sanctioned Country, (ii) an organization controlled by a Sanctioned Country, or (iii) a Person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC.

“Sanctions” has the meaning set forth in Section 6.01(n)(i).

“Scheduled Termination Date” means the earlier of (i) June ~~26~~25, ~~2026~~2027, as such date may be extended from time to time pursuant to Section 2.02(g) and (ii) the date that is ten (10) Business Days after the delivery of notice from the Borrower to the Administrative Agent and each Group Agent pursuant to Section 2.02(e) notifying the Administrative Agent and each Group Agent of the Scheduled Termination Date.

“Seasonal Limit Change Date” has the meaning set forth in Section 2.02(h).

“SEC” means the U.S. Securities and Exchange Commission or any governmental agencies substituted therefor.

“Secured Parties” means each Credit Party, each Borrower Indemnified Party and each Affected Person.

“Securities Act” means the Securities Act of 1933, as amended or otherwise modified from time to time.

“Securitization Bond Charges” means charges imposed upon customers of PG&E where such charges (i) are created pursuant to a “financing order” (as such term is defined in the California Public Utilities Code) or similar order issued by the CPUC, (ii) which charges or the related receivables and the related purchased property are collateral for securities issued by PG&E or a Qualified Securitization Bond Issuer and (iii) do not include any of the following:

(A) electrical generation charges, (B) electrical transmission charges, (C) electrical distribution charges, (D) gas generation charges, (E) gas transmission charges and (F) gas distribution charges.

“Securitized Bonds” means any bonds or other securities, however denominated, that are
(i) issued by a Qualified Securitization Bond Issuer and/or (ii) secured by or otherwise payable from Securitization Bond Charges.

“Securitized Bonds Secured Party” means, with respect to any Securitized Bonds, each trustee, indenture trustee, lender, administrative agent, collateral agent and purchaser that has any security interest in any Securitization Bond Charges and in connection with such Securitized Bonds.

“Security” is defined in Section 2(a)(1) of the Securities Act.

“Subject Indenture” means that certain Indenture of Mortgage, dated as of June 19, 2020, between PG&E, as mortgagor, and The Bank of New York Mellon Trust Company, N.A., as trustee and mortgagee.

“Subject Percentage” means ~~65.0~~70.0% or such other percentage from time to time agreed to in writing between the Administrative Agent and the Borrower to more accurately reflect the portion of Collections to Available Funds deposited into the Collection Accounts on each Business Day.

“Subordinated Note” has the meaning set forth in the Purchase and Sale Agreement. “Sub-Servicer” has the meaning set forth in Section 8.01(d).

“Subsidiary” means, as to any Person, a corporation, partnership, limited liability company or other entity of which shares of stock of each class or other interests having ordinary voting power (other than stock or other interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such entity are at the time owned, or management of which is otherwise controlled: (a) by such Person, or (b) by one or more Subsidiaries of such Person.

“Supplier Receivable” means any Receivable the Obligor of which is a material supplier to any Originator or any of its respective Affiliates or an Affiliate of any such material supplier.

“Swap Agreement” means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions; provided, however, that no phantom stock or similar plan providing for payments only on account of services provided by current or former directors, officers, employees or consultants of PG&E or any of its Subsidiaries shall be a “Swap Agreement”.

“Tax Charges” means any state, city, municipal, county or other local jurisdiction utility tax or surcharge, consumption tax or surcharge, energy commission tax or surcharge, or similar tax, owing by an Obligor, whether separately charged or included in the rate charges to such Obligor, that is applicable or relates to electric and/or natural gas services provided by or on behalf of any Originator.

“Taxes” means any and all present or future taxes, levies, imposts, duties, deductions, charges, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority and all interest, penalties, additions to tax and any similar liabilities with respect thereto.

“Term SOFR” means

(a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term” not less than thirty (30) days prior to the then current Scheduled Termination Date;

provided, however, that if the Administrative Agent or any Committed Lender fails to so notify the Borrower and the Administrative Agent, the Administrative Agent or such Committed Lender, as the case may be, shall be deemed to have declined such extension. In the event that the Administrative Agent and one or more Committed Lenders have so notified the Borrower and the Administrative Agent in writing that they are agreeable to such extension, the Borrower, the Servicer, the Administrative Agent, the applicable Group Agents and the applicable Committed Lenders shall enter into such documents as the Administrative Agent, the applicable Group Agents and the applicable Committed Lenders may deem necessary or appropriate to effect such extension, and all reasonable out-of-pocket costs and expenses incurred by the Administrative Agent, the applicable Group Agents and the applicable Committed Lenders in connection therewith (including Attorney Costs) shall be paid by the Borrower. In the event any Committed Lender declines such request to extend the Scheduled Termination Date or is deemed to have declined such extension, such Committed Lender's Group shall be an "Exiting Group" for all purposes of this Agreement.

(h) Provided that no Event of Default, Unmatured Event of Default, Termination Event or Unmatured Termination Event has occurred and is continuing, the Borrower may advise the Administrative Agent and each Group Agent in writing of its desire to modify the Commitment of each Committed Lender for one or more Periods and the desired effective date thereof (such desired date, the "Seasonal Limit Change Date") by delivering a Seasonal Commitment Change Request in the form attached hereto as Exhibit L to such Persons, provided that (i) such request is delivered not less than ten (10) Business Days prior to the requested Seasonal Limit Change Date, (ii) the requested aggregate change in Commitments for any Period is allocated ratably among the Committed Lenders, (iii) the aggregate Commitments for the Lenders for any Period does not (x) exceed \$1,500,000,000 (or on or after the Facility Limit Increase Date, \$1,750,000,000) or (y) fall below \$1,000,000,000 and (iv) no more than two Seasonal Commitment Change Requests are delivered during any one-year period, commencing with the Ninth Amendment Date. In the event that one or more Committed Lenders are agreeable to such modification, each applicable Group Agent and each applicable Committed Lender shall countersign such Seasonal Commitment Change Request, and so long as the Administrative Agent has received such countersigned signature pages from at least one Committed Lender, the Commitment of each applicable Committed Lender that has returned a countersigned signature page shall be modified for each applicable Period to the amount set forth in such Seasonal Commitment Change Request effective upon the Seasonal Limit Change Date; provided, however, that if any Committed Lender fails to so return a countersigned signature page within ten (10) Business Days of receipt of such request, then such Committed Lender shall be deemed to have declined such modification. On the Seasonal Limit Change Date, pursuant to notification provided by the Administrative Agent to the Lenders, the Lenders shall rebalance Capital among the Lenders such that after giving effect thereto, the Aggregate Capital is distributed ratably among the Groups based on each Group's Group Commitment.

(i) Provided that no Event of Default, Unmatured Event of Default, Termination Event or Unmatured Termination Event has occurred and is continuing, the Borrower may advise the Administrative Agent and each Group Agent in writing of its desire to increase the Commitment of each Committed Lender and the desired effective date thereof (such desired date, the "Facility Limit Increase Date") by delivering a Commitment Increase Request in the form attached hereto as Exhibit M (without any modifications to the Commitments set forth on Schedule I thereto other than to complete the Commitments for each Lender for Period 2 and Period 3 and in any event the aggregate Commitments for the Lenders for any Period shall not exceed \$1,750,000,000) to such Persons, provided that (i) such request is delivered not less than ten (10) Business Days prior to the requested Facility Limit Increase Date, (ii) the requested Facility Limit Increase Date is no later than June 25, 2027 and (iii) in connection with such request, the Borrower shall cause to be delivered to the Administrative Agent on or prior to the Facility Limit Increase Date, opinions of counsel, certificates and other deliverables listed on the facility increase closing memorandum attached as Exhibit D hereto (collectively, the "Facility Limit Increase Deliverables"), in each case, in form and substance reasonably satisfactory to the Administrative Agent. In the event that one or more Committed Lenders are agreeable to such increase, each applicable Group Agent and each applicable Committed Lender shall countersign such Commitment Increase Request, and so long as the Administrative Agent has received such countersigned signature pages from at least one Committed Lender and each of the Facility Limit Increase Deliverables in form and substance reasonably satisfactory to the Administrative Agent, the Commitment of each applicable Committed Lender that has returned a countersigned signature page shall be increased to the amount set forth in such Commitment Increase Request effective upon the Facility Limit Increase Date; provided, however, that if any Committed Lender fails to so return a countersigned signature page within ten (10) Business Days of receipt of such request, then such Committed Lender shall be deemed to have declined such increase. On the Facility Limit Increase Date, (i) pursuant to notification provided by the Administrative Agent to the Lenders, the Lenders shall rebalance Capital among the Lenders such that after giving effect thereto, the Aggregate Capital is distributed ratably among the Groups based on each Group's Group Commitment and (ii) the Borrower shall pay each Group Agent the applicable "Increase Fee" as set forth in the Fee Letter.

SECTION 2.03. Interest and Fees.

(a) On each Settlement Date, the Borrower shall, in accordance with the terms and priorities for payment set forth in Section 3.01, pay to each Group Agent, each Lender and the Administrative Agent certain fees (collectively, the “Fees”) in the amounts set forth in the fee letter agreements from time to time entered into, among the Borrower, the members of the applicable Group (or their Group Agent on their behalf) and/or the Administrative Agent (such fee letter agreements, each as amended, restated, supplemented or otherwise modified from time to time, collectively being referred to herein as the “Fee Letter”).

(b) Each Loan of each Lender and the Capital thereof shall accrue interest on each day when such Capital remains outstanding at the then applicable Interest Rate for such Loan. The Borrower shall pay all Interest, Fees and Breakage Fees accrued during each Interest Period on each Settlement Date in accordance with the terms and priorities for payment set forth in Section 3.01.

(c) JPMorgan Chase Bank, N.A. (“JPMorgan Chase”) hereby notifies each PG&E Party that: (i) JPMorgan Chase and/or its affiliates may from time to time purchase, hold or sell, as principal and/or agent, Notes issued by ~~Jupiter Securitization Company~~ Falcon Asset Funding LLC; (ii) JPMorgan Chase and/or its affiliates act as administrative agent for such

JPMORGAN CHASE BANK, N.A.,
as Group Agent for the JPM Group

By: __ Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as a Committed Lender

By: __ Name:
Title:

~~JUPITER SECURITIZATION COMPANY~~ FALCON ASSET FUNDING LLC,
as a Conduit Lender

By: __ Name:
Title:

EXHIBIT D

~~{Reserved}~~

Facility Limit Increase Closing Memorandum

PACIFIC GAS AND ELECTRIC COMPANY

MUFG Bank, Ltd., as Administrative Agent

Facility Limit Increase Deliverables

Key to Parties and Counsel:

<u>Account Banks</u>	<u>BNYM, BofA, Citi and Wells.</u>
<u>Administrative Agent</u>	<u>MUFG</u>
<u>BNP</u>	<u>BNP Paribas</u>
<u>BNYM</u>	<u>The Bank of New York Mellon</u>
<u>BofA</u>	<u>Bank of America, N.A.</u>
<u>Borrower</u>	<u>PG&E AR Facility, LLC, a Delaware limited liability company</u>
<u>Citi</u>	<u>Citibank, N.A.</u>
<u>Collection Account Agent</u>	<u>Citi</u>
<u>Committed Lenders</u>	<u>BNP, JPMorgan, Mizuho and MUFG</u>
<u>Conduit Lenders</u>	<u>Falcon, Starbird and Victory</u>
<u>Falcon</u>	<u>Falcon Asset Funding LLC</u>
<u>Group Agents</u>	<u>BNP, JPMorgan, Mizuho and MUFG</u>
<u>Hunton</u>	<u>Hunton Andrews Kurth LLP, counsel to PG&E Parties</u>
<u>Independent Director</u>	<u>Orlando C. Figueroa</u>
<u>JPMorgan</u>	<u>JPMorgan Chase Bank, N.A.</u>
<u>Lenders</u>	<u>Committed Lenders and Conduit Lenders</u>
<u>MB</u>	<u>Mayer Brown LLP, counsel to Administrative Agent, Group Agents and Lenders</u>
<u>Mizuho</u>	<u>Mizuho Bank, Ltd.</u>
<u>MTO</u>	<u>Munger, Tolles & Olson LLP, counsel to PG&E Parties</u>
<u>MUFG</u>	<u>MUFG Bank, Ltd.</u>
<u>Originator</u>	<u>PG&E</u>
<u>PG&E</u>	<u>Pacific Gas and Electric Company, a California corporation</u>
<u>PG&E Parties</u>	<u>Originator, Borrower and Servicer</u>
<u>Servicer</u>	<u>PG&E</u>
<u>Starbird</u>	<u>Starbird Funding Corporation</u>
<u>Victory</u>	<u>Victory Receivables Corporation</u>

Wells

Wells Fargo Bank, National Association

*

Capitalized terms used herein and not defined herein shall have the meaning set forth in, or by reference in, the RFA (as defined below).

Exhibit ~~B~~C-2

DOCUMENT OR ACTION	
<u>—A. SECRETARY CERTIFICATES AND MISCELLANEOUS DELIVERABLES</u>	
<u>—1.</u>	<u>Borrower Secretary's Certificate as to various matters, including:</u> (i) <u>Resolutions</u> (ii) <u>Certificate of Formation</u> (iii) <u>Limited Liability Company Agreement</u> (iv) <u>Incumbency</u>
<u>—2.</u>	<u>Certificate of Good Standing for Borrower from the State of Delaware</u>
<u>—3.</u>	<u>Servicer/Originator Secretary's Certificate as to various matters, including:</u> (i) <u>Resolutions</u> (ii) <u>Certificate of Incorporation</u> (iii) <u>By-laws</u> (iv) <u>Incumbency</u>
<u>—4.</u>	<u>Certificate of Good Standing for Servicer/Originator from its jurisdiction of organization</u>
<u>—B. LEGAL OPINIONS</u>	
<u>—5.</u>	<u>Opinion (or Opinions) of Hunton with respect to the Borrower and Servicer, as to general corporate matters; enforceability of the amendment documents; no violation NY law, CA law, Federal law, and corporate/limited liability company law, as applicable, other material agreements or organic documents; no consents or approvals under NY or Federal law; and not an Investment Company (including typical Volker Rule/no covered fund coverage for Borrower)</u>

Exhibit D-2

EXHIBIT L

Form of Seasonal Commitment Change Request

[Letterhead of Borrower]

[Date]

[Administrative Agent] [Group Agents]

Re: Seasonal Commitment Change Request Ladies and Gentlemen:

Reference is hereby made to that certain Receivables Financing Agreement, dated as of October 5, 2020 among PG&E AR Facility, LLC (the “Borrower”), Pacific Gas and Electric Company, as Servicer (the “Servicer”), the Lenders party thereto, the Group Agents party thereto and MUFG Bank, Ltd., as Administrative Agent (in such capacity, the “Administrative Agent”) (as amended, supplemented or otherwise modified from time to time, the “Agreement”). Capitalized terms used in this Seasonal Commitment Change Request and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

This letter constitutes a Seasonal Commitment Change Request pursuant to Section 2.02(h) of the Agreement. The Borrower hereby requests a modification in the Commitment of each Committed Lender for each applicable Period to the amount set forth on Schedule I hereto with an effective date as of [], ~~2022~~202[] (the “Seasonal Limit Change Date”). Each of the parties countersigning this Seasonal Commitment Change Request hereby consents to the modification in the Commitments for each applicable Period to the amounts set forth on Schedule I hereto effective as of the Seasonal Limit Change Date.

This Seasonal Commitment Change Request shall be effective as of the Seasonal Limit Change Date with respect to each Committed Lender that has countersigned this Seasonal Commitment Change Request upon receipt by the Administrative Agent of counterparts hereto signed by at least one Committed Lender. In the event that one or more Committed Lenders fails to countersign this Seasonal Commitment Change Request, this Seasonal Commitment Change Request shall not be effective to modify the Commitment for any Period of any such Committed Lender that has not countersigned this Seasonal Commitment Change Request.

The Borrower hereby represents and warrants as of the date hereof, and after giving effect to such Commitment modifications, as follows:

(i) the representations and warranties of the Borrower and the Servicer contained in Sections 6.01 and 6.02 of the Agreement (other than the representations and warranties set forth in Sections 6.01(f)(ii) and (l) and in Sections 6.02(f)(ii), (m)(i), (m)(ii) and (p), which representations and warranties are made only as of the Closing Date), that (x) does not contain a materiality qualification are true and correct in all material respects on and as of the date of the Seasonal Limit Change Date as if made on and as of such date, and (y) contains a materiality qualification are true and correct on and as of the Seasonal Limit Change Date as if made on and as of such date (or, to the extent such representations and warranties specifically relate to an earlier date, that such representations and warranties were true and correct in all material respects, or true and correct, as the case maybe, as of such earlier date);

(ii) no Event of Default, Unmatured Event of Default, Termination Event or Unmatured Termination Event has occurred and is continuing, and no Event of Default, Unmatured Event of Default, Termination Event or Unmatured Termination Event would result from such Commitment modification;

(iii) no Borrowing Base Deficit exists or would exist after giving effect to such Commitment modification;

(iv) the Aggregate Capital will not exceed the Facility Limit;

(v) the aggregate Commitment of the Committed Lenders for each Period does not exceed \$1,500,000,000 (or on or after the Facility Limit Increase Date, \$1,750,000,000);

(vi) the aggregate Commitment of the Committed Lenders for each Period is not less than \$1,000,000,000;
and

(vii) the Termination Date has not occurred.

THIS SEASONAL COMMITMENT CHANGE REQUEST, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICT OF LAWS PROVISIONS THEREOF).

This Seasonal Commitment Change Request may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Seasonal Commitment Change Request by facsimile transmission, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart hereof or any other electronic means as provided in the immediately following sentence. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Seasonal Commitment Change Request and the transactions contemplated hereby shall be deemed to include an electronic sound, symbol, or

EXHIBIT M

Form of Commitment Increase Request

[Letterhead of Borrower]

[Date]

[Administrative Agent] [Group Agents]

Re: Commitment Increase Request Ladies and Gentlemen:

Reference is hereby made to that certain Receivables Financing Agreement, dated as of October 5, 2020 among PG&E AR Facility, LLC (the “Borrower”), Pacific Gas and Electric Company, as Servicer (the “Servicer”), the Lenders party thereto, the Group Agents party thereto and MUFG Bank, Ltd., as Administrative Agent (in such capacity, the “Administrative Agent”) (as amended, supplemented or otherwise modified from time to time, the “Agreement”). Capitalized terms used in this Commitment Increase Request and not otherwise defined herein shall have the meanings assigned thereto in the Agreement.

This letter constitutes a Commitment Increase Request pursuant to Section 2.02(i) of the Agreement. The Borrower hereby requests an increase in the Commitment of each Committed Lender to the amount set forth on Schedule I hereto with an effective date as of [], 202[] (the “Facility Limit Increase Date”). Subject to the delivery of the Facility Limit Increase Deliverables referenced in Section 2.02(i) of the Agreement, each of the parties countersigning this Commitment Increase Request hereby consents to the increase in the Commitments to the amounts set forth on Schedule I hereto effective as of the Facility Limit Increase Date.

This Commitment Increase Request shall be effective as of the Facility Limit Increase Date with respect to each Committed Lender that has countersigned this Commitment Increase Request upon receipt by the Administrative Agent of counterparts hereto signed by at least one Committed Lender. In the event that one or more Committed Lenders fails to countersign this Commitment Increase Request, this Commitment Increase Request shall not be effective to increase the Commitment of any such Committed Lender that has not countersigned this Commitment Increase Request.

The Borrower hereby represents and warrants as of the date hereof, and after giving effect to such Commitment increases, as follows:

(i) the representations and warranties of the Borrower and the Servicer contained in Sections 6.01 and 6.02 of the Agreement (other than the representations and warranties set forth in Sections 6.01(f)(ii) and (l) and in Sections 6.02(f)(ii), (m)(i), (m)(ii) and (p), which representations and warranties are made only as of the Closing Date), that (x) does not contain a materiality qualification are true and correct in all material respects on and as of the date of such Credit Extension as if made on and as of such date, and (y) contains a materiality qualification are true and correct on and as of the Facility Limit Increase Date as if made on and as of such date (or, to the extent such representations and warranties specifically relate to an earlier date, that such representations and warranties were true and correct in all material respects, or true and correct, as the case maybe, as of such earlier date);

(ii) no Event of Default, Unmatured Event of Default, Termination Event or Unmatured Termination Event has occurred and is continuing, and no Event of Default, Unmatured Event of Default, Termination Event or Unmatured Termination Event would result from such Commitment increase;

(iii) no Borrowing Base Deficit exists or would exist after giving effect to such Commitment increase;

(iv) the Aggregate Capital will not exceed the Facility Limit; and

(v) the Termination Date has not occurred.

THIS COMMITMENT INCREASE REQUEST, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICT OF LAWS PROVISIONS THEREOF).

This Commitment Increase Request may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed signature page of this Commitment Increase Request by facsimile transmission, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart hereof or any other electronic means as provided in the immediately following sentence. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Commitment Increase Request and the transactions contemplated hereby shall be deemed to include an electronic sound, symbol, or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic

Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Exhibit M-3

IN WITNESS WHEREOF, the undersigned has executed this letter by its duly authorized officer as of the date first above written.

Very truly yours,

PG&E AR FACILITY, LLC

By:
Name: Title:

PACIFIC GAS AND ELECTRIC COMPANY,
as the Servicer and as the Retention Holder

By: Name: Title:

Exhibit M-4

Accepted as of date first above written:

MUFG BANK, LTD.,
as Group Agent for the MUFG Group

By:
Name:
Title:

MUFG BANK, LTD.,
as a Committed Lender

By: Name: Title:

Exhibit M-5

MIZUHO BANK, LTD.,
as Group Agent for the Mizuho Group

By: Name: Title:

MIZUHO BANK, LTD.,
as a Committed Lender

By: Name: Title:

Exhibit M-6

BNP PARIBAS,
as Group Agent for the BNP Group

By: Name: Title:

By: Name: Title:

BNP PARIBAS,
as a Committed Lender

By: Name: Title:

By: Name: Title:

Exhibit M-7

JPMORGAN CHASE BANK, N.A.,
as Group Agent for the JPM Group

By: Name: Title:

JPMORGAN CHASE BANK, N.A.,
as a Committed Lender

By: Name: Title:

Exhibit M-8

SCHEDULE I [TO COMMITMENT INCREASE REQUEST](#)
Commitments

Party	Capacity	Period 1 Commitment
MUFG	Committed Lender	\$641,666,666.67
Mizuho	Committed Lender	\$369,444,444.44
BNP	Committed Lender	\$369,444,444.44
JPM	Committed Lender	\$369,444,444.44

Party	Capacity	Period 2 Commitment
MUFG	Committed Lender	
Mizuho	Committed Lender	
BNP	Committed Lender	
JPM	Committed Lender	

Party	Capacity	Period 3 Commitment
MUFG	Committed Lender	
Mizuho	Committed Lender	
BNP	Committed Lender	
JPM	Committed Lender	

Party	Capacity	Period 4 Commitment
MUFG	Committed Lender	\$641,666,666.67
Mizuho	Committed Lender	\$369,444,444.44
BNP	Committed Lender	\$369,444,444.44
JPM	Committed Lender	\$369,444,444.44

<u>Party</u>	<u>Capacity</u>	<u>Period 5 Commitment</u>
<u>MUFG</u>	<u>Committed Lender</u>	<u>\$641,666,666.67</u>
<u>Mizuho</u>	<u>Committed Lender</u>	<u>\$369,444,444.44</u>
<u>BNP</u>	<u>Committed Lender</u>	<u>\$369,444,444.44</u>
<u>JPM</u>	<u>Committed Lender</u>	<u>\$369,444,444.44</u>

<u>Party</u>	<u>Capacity</u>	<u>Period 6 Commitment</u>
<u>MUFG</u>	<u>Committed Lender</u>	<u>\$641,666,666.67</u>
<u>Mizuho</u>	<u>Committed Lender</u>	<u>\$369,444,444.44</u>
<u>BNP</u>	<u>Committed Lender</u>	<u>\$369,444,444.44</u>
<u>JPM</u>	<u>Committed Lender</u>	<u>\$369,444,444.44</u>

SCHEDULE I
Commitments

<u>Party</u>	<u>Capacity</u>	<u>Period 1 Commitment</u>
<u>MUFG</u>	Committed Lender	<u>\$550,000,000</u>
<u>Mizuho</u>	Committed Lender	<u>\$316,666,666.67</u>
<u>BNP</u>	Committed Lender	<u>\$316,666,666.67</u>
<u>JPM</u>	Committed Lender	<u>\$316,666,666.67</u>

<u>Party</u>	<u>Capacity</u>	<u>Period 2 Commitment</u>
<u>MUFG</u>	Committed Lender	<u>\$458,333,333.33</u>
<u>Mizuho</u>	Committed Lender	<u>\$263,888,888.89</u>
<u>BNP</u>	Committed Lender	<u>\$263,888,888.89</u>
<u>JPM</u>	Committed Lender	<u>\$263,888,888.89</u>

<u>Party</u>	<u>Capacity</u>	<u>Period 3 Commitment</u>
<u>MUFG</u>	Committed Lender	<u>\$476,666,666.65</u>
<u>Mizuho</u>	Committed Lender	<u>\$274,444,444.45</u>
<u>BNP</u>	Committed Lender	<u>\$274,444,444.45</u>
<u>JPM</u>	Committed Lender	<u>\$274,444,444.45</u>

<u>Party</u>	<u>Capacity</u>	<u>Period 4 Commitment</u>
<u>MUFG</u>	Committed Lender	<u>\$550,000,000</u>
<u>Mizuho</u>	Committed Lender	<u>\$316,666,666.67</u>
<u>BNP</u>	Committed Lender	<u>\$316,666,666.67</u>
<u>JPM</u>	Committed Lender	<u>\$316,666,666.67</u>

Schedule I-1

Schedule III-3

Email: starbird@gssnyc.com

with a copy to:

BNP Paribas
787 Seventh Avenue, 7th Floor New York, NY 10019
Attn: Chris Fukuoka Tel: (212) 841-2567
Email: dl.starbirdadmin@us.bnpparibas.com

(H) in the case of JPM, at the following address: JPMorgan Chase Bank, N.A.

10 South Dearborn, 16th Floor Chicago, Illinois 60603 Attention:
Corina Mills
Tel: 312-732-5660
Email: corina.mills@jpmorgan.com

with copies of any funding or operations related notices to: JPMorgan Chase Bank, N.A.

10 South Dearborn, 16th Floor Chicago, Illinois 60603 Attention:
Jazmine Jones
Tel: 312-732-2234
Email: ABS.Treasury.Dept@jpmorgan.com

(I) in the case of ~~Jupiter Securitization Company~~ [Falcon Asset Funding](#) LLC, at the following address:

~~Jupiter Securitization Company~~ [Falcon Asset Funding](#) LLC c/o JPMorgan Chase Bank, N.A., as
Agent
Asset Backed Securities Conduit Group Mail Code IL1-1729
Chase Tower, 10 S. Dearborn Chicago, Illinois 60603
Fax: (312) 732-3600
Email: ABS.Treasury.Dept@jpmorgan.com

Schedule III-3

PG&E Corporation 2021 Long-Term Incentive Plan

(As adopted effective June 1, 2021, and as last amended effective May 22, 2025)

1. Establishment, Purpose and Term of Plan.

1.1 **Establishment.** The PG&E Corporation 2021 Long-Term Incentive Plan, as amended from time to time (the “**Plan**”), is hereby established effective as of the later of the date approved by the shareholders of the Company or June 1, 2021 (the “Effective Date”). This Plan replaces the PG&E Corporation 2014 Long-Term Incentive Plan.

1.2 **Purpose.** The purpose of the Plan is to advance the interests of the Participating Company Group and its shareholders by providing an incentive to attract and retain the best qualified personnel to perform services for the Participating Company Group, by motivating such persons to contribute to the growth and profitability of the Participating Company Group, by aligning their interests with interests of the Company’s shareholders, and by rewarding such persons for their services by tying a significant portion of their total compensation package to the success of the Company. The Plan seeks to achieve this purpose by providing for Awards in the form of Options, Stock Appreciation Rights, Restricted Stock Awards, Performance Shares, Performance Units, Restricted Stock Units, Deferred Compensation Awards and other Stock-Based Awards as described below.

1.3 **Term of Plan.** The Plan shall continue in effect until the earlier of its termination by the Board or the date on which no Awards remain outstanding under the Plan. However, the term during which all Awards shall be granted, if at all, shall be within ten (10) years from the Effective Date. Moreover, Incentive Stock Options shall not be granted later than March 3, 2031 (ten (10) years from the date on which the Plan was adopted by the Board).

2. Definitions and Construction.

2.1 **Definitions.** Whenever used herein, the following terms shall have their respective meanings set forth below:

(a) “**Affiliate**” means (i) an entity that directly, or indirectly through one or more intermediary entities, controls the Company or (ii) an entity that is controlled by the Company directly, or indirectly through one or more intermediary entities. For this purpose, the term “control” (including the term “controlled by”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the relevant entity, whether through the ownership of voting securities, by contract or otherwise; provided that “affiliate” also shall have such other meaning assigned such term for the purposes of registration on Form S-8 under the Securities Act.

(b) “**Award**” means any Option, SAR, Restricted Stock Award, Performance Share, Performance Unit, Restricted Stock Unit or Deferred Compensation Award or other Stock-Based Award granted under the Plan.

(c) “**Award Agreement**” means a written agreement between the Company and a Participant setting forth the terms, conditions and restrictions of the Award granted to the Participant (which may also be in electronic form).

(d) “**Board**” means the Board of Directors of the Company.

(e) “**Change in Control**” means, unless otherwise defined by the Participant’s Award Agreement or contract of employment or service, the occurrence of any of the following:

(i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any benefit plan for Employees or any trustee, agent or other fiduciary for any such plan acting in such person’s capacity as such fiduciary), directly or indirectly, becomes the “beneficial owner” (as defined in Rule 13d-3 promulgated under the Exchange Act), of stock of the Company representing thirty percent (30%) or more of the combined voting power of the Company’s then outstanding voting stock; or

(ii) during any two consecutive years, individuals who at the beginning of such period constitute the Board cease for any reason to constitute at least a majority of the Board, unless the election, or the nomination for election by the shareholders of the Company, of each new Director was approved by a vote of at least two-thirds (2/3) of the Directors then still in office (1) who were Directors at the beginning of the period or (2) whose election or nomination was previously so approved; or

(iii) the consummation of any consolidation or merger of the Company other than a merger or consolidation which would result in the holders of the voting stock of the Company outstanding immediately prior thereto continuing to directly or indirectly hold at least seventy percent (70%) of the Combined Voting Power of the Company, the surviving entity in the merger or consolidation or the parent of such surviving entity outstanding immediately after the merger or consolidation; or

(iv) (1) the consummation of any sale, lease, exchange or other transfer (in one or a series of related transactions) of all or substantially all of the assets of the Company, or (2) the approval of the Shareholders of the Company of a plan of liquidation or dissolution of the Company.

For purposes of paragraph (iii), the term “**Combined Voting Power**” shall mean the combined voting power of the Company’s or other relevant entity’s then outstanding voting stock.

(f) “**Code**” means the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated thereunder.

(g) “**Committee**” means the Compensation Committee or other committee of the Board duly appointed to administer the Plan and having such powers as shall be specified by the Board. If no committee of the Board has been appointed to administer the Plan, the Board

shall exercise all of the powers of the Committee granted herein, and, in any event, the Board may in its discretion exercise any or all of such powers.

(h) “**Company**” means PG&E Corporation, a California corporation, or any successor corporation thereto.

(i) “**Consultant**” means a person engaged to provide consulting or advisory services (other than as an Employee or a member of the Board) to a Participating Company, provided that the identity of such person, the nature of such services, or the entity to which such services are provided would not preclude the Company from offering or selling securities to such person pursuant to the Plan in reliance on registration on a Form S-8 Registration Statement under the Securities Act.

(j) “**Deferred Compensation Award**” means an award of Stock Units granted to a Participant pursuant to Section 12 of the Plan.

(k) “**Director**” means a member of the Board.

(l) “**Disability**” means the permanent and total disability of the Participant, within the meaning of Section 22(e)(3) of the Code, except as otherwise set forth in the Plan or an Award Agreement.

(m) “**Dividend Equivalent**” means a credit, made at the discretion of the Committee or as otherwise provided by the Plan, to the account of a Participant in an amount equal to the cash dividends paid on one share of Stock for each share of Stock represented by an Award held by such Participant.

(n) “**Employee**” means any person treated as an employee (including an Officer or a member of the Board who is also treated as an employee) in the records of a Participating Company and, with respect to any Incentive Stock Option granted to such person, who is an employee for purposes of Section 422 of the Code; provided, however, that neither service as a member of the Board nor payment of a director’s fee shall be sufficient to constitute employment for purposes of the Plan. The Company shall determine in good faith and in the exercise of its discretion whether an individual has become or has ceased to be an Employee and the effective date of such individual’s employment or termination of employment, as the case may be. For purposes of an individual’s rights, if any, under the Plan as of the time of the Company’s determination, all such determinations by the Company shall be final, binding and conclusive, notwithstanding that the Company or any court of law or governmental agency subsequently makes a contrary determination.

(o) “**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

(p) “**Fair Market Value**” means, as of any date, the value of a share of Stock or other property as determined by the Committee, in its discretion, or by the Company, in its

discretion, if such determination is expressly allocated to the Company herein, subject to the following:

(i) Except as otherwise determined by the Committee, if, on such date, the Stock is listed on a national or regional securities exchange or market system, the Fair Market Value of a share of Stock shall be the closing price of a share of Stock as quoted on the New York Stock Exchange or such other national or regional securities exchange or market system constituting the primary market for the Stock, as reported in *The Wall Street Journal* or such other source as the Company deems reliable. If the relevant date does not fall on a day on which the Stock has traded on such securities exchange or market system, the date on which the Fair Market Value shall be established shall be the last day on which the Stock was so traded prior to the relevant date, or such other appropriate day as shall be determined by the Committee, in its discretion.

(ii) Notwithstanding the foregoing, the Committee may, in its discretion, determine the Fair Market Value on the basis of the opening, closing, high, low or average sale price of a share of Stock or the actual sale price of a share of Stock received by a Participant, on such date, the preceding trading day, the next succeeding trading day, or an average determined over a period of trading days. The Committee may vary its method of determination of the Fair Market Value as provided in this Section for different purposes under the Plan.

(iii) If, on such date, the Stock is not listed on a national or regional securities exchange or market system, the Fair Market Value of a share of Stock shall be as determined by the Committee in good faith without regard to any restriction other than a restriction that, by its terms, will never lapse.

(q) “**Incentive Stock Option**” means an Option intended to be (as set forth in the Award Agreement) and which qualifies as an incentive stock option within the meaning of Section 422(b) of the Code.

(r) “**Insider**” means an Officer, a Director or any other person whose transactions in Stock are subject to Section 16 of the Exchange Act.

(s) “**Net-Exercise**” means a procedure by which the Participant will be issued a number of shares of Stock determined in accordance with the following formula:

$X = Y(A-B)/A$, where

X = the number of shares of Stock to be issued to the Participant upon exercise of the Option;

Y = the total number of shares with respect to which the Participant has elected to exercise the Option;

A = the Fair Market Value of one (1) share of Stock;

B = the exercise price per share (as defined in the Participant’s Award Agreement).

(t) “**Non-employee Director**” means a Director who is not an Employee.

(u) “**Non-employee Director Award**” means an Award granted to a Non-employee Director pursuant to Section 7 of the Plan.

(v) “**Nonstatutory Stock Option**” means an Option not intended to be (as set forth in the Award Agreement) an incentive stock option within the meaning of Section 422(b) of the Code.

(w) “**Officer**” means any person designated by the Board as an officer of the Company.

(x) “**Option**” means the right to purchase Stock at a stated price for a specified period of time granted to a Participant pursuant to Section 6 or Section 7 of the Plan. An Option may be either an Incentive Stock Option or a Nonstatutory Stock Option.

(y) “**Option Expiration Date**” means the date of expiration of the Option’s term as set forth in the Award Agreement.

(z) “**Parent Corporation**” means any present or future “parent corporation” of the Company in an unbroken chain of corporations ending with the Company in which each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(aa) “**Participant**” means any eligible person who has been granted one or more Awards.

(bb) “**Participating Company**” means the Company or any Affiliate.

(cc) “**Participating Company Group**” means, at any point in time, all entities collectively that are then Participating Companies.

(dd) “**Performance Award**” means an Award of Performance Shares or Performance Units.

(ee) “**Performance Award Formula**” means, for any Performance Award, a formula or table established by the Committee pursuant to Section 10.3 of the Plan which provides the basis for computing the value of a Performance Award at one or more levels of attainment of the applicable Performance Goal(s) measured as of the end of the applicable Performance Period.

(ff) “**Performance Goal**” means a performance goal established by the Committee pursuant to Section 10.3 of the Plan.

(gg) “**Performance Period**” means a period established by the Committee pursuant to Section 10.3 of the Plan at the end of which one or more Performance Goals are to be measured.

(hh) ***“Performance Share”*** means a bookkeeping entry representing a right granted to a Participant pursuant to Section 10 of the Plan to receive a payment equal to the value of a share of Stock, based upon performance.

(ii) ***“Performance Unit”*** means a bookkeeping entry representing a right granted to a Participant pursuant to Section 10 of the Plan to receive a payment equal to a cash value as determined by the Committee, based upon performance.

(jj) ***“Prior Plan”*** means the PG&E Corporation 2014 Long-Term Incentive Plan.

(kk) ***“Restricted Stock Award”*** means an Award of Restricted Stock.

(ll) ***“Restricted Stock Unit”*** or ***“Stock Unit”*** means a bookkeeping entry representing a right granted to a Participant pursuant to Section 11 or Section 12 of the Plan, respectively, to receive a share of Stock or payment equal to the value of a share of Stock on a date determined in accordance with the provisions of Section 11 or Section 12, as applicable, and the Participant’s Award Agreement.

(mm) ***“Restriction Period”*** means the period established in accordance with Section 9.4 of the Plan during which shares subject to a Restricted Stock Award are subject to Vesting Conditions.

(nn) ***“Retirement”*** means termination as an Employee with the Participating Company Group at age 55 or older, provided that the Participant was an Employee for at least five consecutive years prior to the date of such termination.

(oo) ***“Rule 16b-3”*** means Rule 16b-3 under the Exchange Act, as amended from time to time, or any successor rule or regulation.

(pp) ***“SAR”*** or ***“Stock Appreciation Right”*** means a bookkeeping entry representing, for each share of Stock subject to such SAR, a right granted to a Participant pursuant to Section 8 of the Plan to receive payment in any combination of shares of Stock or cash of an amount equal to the excess, if any, of the Fair Market Value of a share of Stock on the date of exercise of the SAR over the exercise price.

(qq) ***“Securities Act”*** means the Securities Act of 1933, as amended.

(rr) ***“Separation from Service”*** means a Participant’s “separation from service,” within the meaning of Section 409A of the Internal Revenue Code.

(ss) ***“Service”*** means a Participant’s employment or service with the Participating Company Group, whether in the capacity of an Employee, a Director or a Consultant. A Participant’s Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant renders such Service or a change in the Participating Company for which the Participant renders such Service, provided that there is no interruption or termination of the Participant’s Service. Furthermore, a Participant’s Service

shall not be deemed to have terminated if the Participant takes any military leave, sick leave, or other bona fide leave of absence approved by the Company. However, if any such leave taken by a Participant exceeds ninety (90) days, then on the ninety-first (91st) day following the commencement of such leave, the Participant's Service shall be deemed terminated, and any Incentive Stock Option held by the Participant shall cease to be treated as an Incentive Stock Option and instead shall be treated thereafter as a Nonstatutory Stock Option commencing on the third (3rd) month from such deemed termination, unless the Participant's right to return to Service with the Participating Company Group is guaranteed by statute or contract. Notwithstanding the foregoing, unless otherwise designated by the Company or required by law, a leave of absence shall not be treated as Service for purposes of determining vesting under the Participant's Award Agreement. A Participant's Service shall be deemed to have terminated either upon an actual termination of Service or upon the entity for which the Participant performs Service ceasing to be a Participating Company. Subject to the foregoing, the Company, in its discretion, shall determine whether the Participant's Service has terminated and the effective date of such termination.

(tt) **"Stock"** means the common stock of the Company, as adjusted from time to time in accordance with Section 4.2 of the Plan.

(uu) **"Stock-Based Awards"** means any award that is valued in whole or in part by reference to, or is otherwise based on, the Stock, including dividends on the Stock, but not limited to those Awards described in Sections 6 through 12 of the Plan.

(vv) **"Subsidiary Corporation"** means any present or future "subsidiary corporation" of the Company in an unbroken chain of corporations beginning with the Company in which each of the corporations other than the last corporation owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.

(ww) **"Substitute Awards"** means Awards granted or Shares issued by the Company in assumption of, or in substitution or exchange for, awards previously granted, or the right or obligation to make future awards, in each case by a company acquired by the Company or any Subsidiary Corporation or with which the Company or any Subsidiary Corporation combines.

(xx) **"Ten Percent Owner"** means a Participant who, at the time an Option is granted to the Participant, owns stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of a Parent Corporation or Subsidiary Corporation that is a Participating Company within the meaning of Section 422(b)(6) of the Code.

(yy) **"Vesting Conditions"** mean those conditions established in accordance with Section 9.4 or Section 11.2 of the Plan prior to the satisfaction of which shares subject to a Restricted Stock Award or Restricted Stock Unit Award, respectively, remain subject to forfeiture or a repurchase option in favor of the Company upon the Participant's termination of Service, or other deadline for satisfying such conditions, as applicable.

2.2 **Construction.** Captions and titles contained herein are for convenience only and shall not affect the meaning or interpretation of any provision of the Plan. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term “or” is not intended to be exclusive, unless the context clearly requires otherwise.

3. **Administration.**

3.1 **Administration by the Committee.** The Plan shall be administered by the Committee. All questions of interpretation of the Plan or of any Award shall be determined by the Committee, and such determinations shall be final and binding upon all persons having an interest in the Plan or such Award.

3.2 **Authority of Officers.** Any Officer shall have the authority to act on behalf of the Company with respect to any matter, right, obligation, determination or election that is the responsibility of or which is allocated to the Company herein, provided the Officer has apparent authority with respect to such matter, right, obligation, determination or election. In addition, to the extent specified in a resolution adopted by the Board, the Chief Executive Officer of the Company shall have the authority to grant Awards to an Employee who is not an Insider and who is receiving a salary below the level which requires approval by the Committee; provided that the terms of such Awards conform to guidelines established by the Committee.

3.3 **Administration with Respect to Insiders.** With respect to participation by Insiders in the Plan, at any time that any class of equity security of the Company is registered pursuant to Section 12 of the Exchange Act, the Plan shall be administered in compliance with the requirements, if any, of Rule 16b-3.

3.4 **Powers of the Committee.** In addition to any other powers set forth in the Plan and subject to the provisions of the Plan, the Committee shall have the full and final power and authority, in its discretion:

(a) to determine the persons to whom, and the time or times at which, Awards shall be granted and the number of shares of Stock or units to be subject to each Award based on the recommendation of the Chief Executive Officer of the Company (except that (i) Awards to the Chief Executive Officer shall be based on the recommendation of the independent members of the Board in compliance with applicable stock exchange rules, (ii) Non-employee Director Awards shall be granted automatically pursuant to Section 7 of the Plan, and (iii) other Awards to Non-employee Directors shall be approved by the Board);

(b) to determine the type of Award granted and to designate Options as Incentive Stock Options or Nonstatutory Stock Options;

(c) to determine the Fair Market Value of shares of Stock or other property;

(d) to determine the terms, conditions and restrictions applicable to each Award (which need not be identical) and any shares acquired pursuant thereto, including, without

limitation, (i) the exercise or purchase price of shares purchased pursuant to any Award, (ii) the method of payment for shares purchased pursuant to any Award, (iii) the method for satisfaction of any tax withholding obligation arising in connection with any Award, including by the withholding or delivery of shares of Stock, (iv) the timing, terms and conditions of the exercisability or vesting of any Award or any shares acquired pursuant thereto, (v) the Performance Award Formula and Performance Goals applicable to any Award and the extent to which such Performance Goals have been attained, (vi) the time of the expiration of any Award, (vii) the effect of the Participant's termination of Service on any of the foregoing, and (viii) all other terms, conditions and restrictions applicable to any Award or shares acquired pursuant thereto not inconsistent with the terms of the Plan;

(e) to determine whether an Award will be settled in shares of Stock, cash, or in any combination thereof;

(f) to approve one or more forms of Award Agreement;

(g) to amend, modify, extend, cancel or renew any Award or to waive any restrictions or conditions applicable to any Award or any shares acquired pursuant thereto;

(h) to accelerate, continue, extend or defer the exercisability or vesting of any Award or any shares acquired pursuant thereto, including with respect to the period following a Participant's termination of Service;

(i) without the consent of the affected Participant and notwithstanding the provisions of any Award Agreement to the contrary, to unilaterally substitute at any time a Stock Appreciation Right providing for settlement solely in shares of Stock in place of any outstanding Option, provided that such Stock Appreciation Right covers the same number of shares of Stock and provides for the same exercise price (subject in each case to adjustment in accordance with Section 4.2) as the replaced Option and otherwise provides substantially equivalent terms and conditions as the replaced Option, as determined by the Committee, and subject to limitations set forth in Section 3.5;

(j) to prescribe, amend or rescind rules, guidelines and policies relating to the Plan, or to adopt sub-plans or supplements to, or alternative versions of, the Plan, including, without limitation, as the Committee deems necessary or desirable to comply with the laws or regulations of or to accommodate the tax policy, accounting principles or custom of, foreign jurisdictions whose citizens may be granted Awards;

(k) to correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award Agreement and to make all other determinations and take such other actions with respect to the Plan or any Award as the Committee may deem advisable, to the extent not inconsistent with the provisions of the Plan or applicable law; and

(l) to delegate to the Chief Executive Officer or the senior officer responsible for human resources the authority with respect to ministerial matters regarding the Plan and Awards made under the Plan.

3.5 Option or SAR Repricing/Buyout. Notwithstanding anything to the contrary set forth in the Plan, without the affirmative vote of holders of a majority of the shares of Stock cast in person or by proxy at a meeting of the shareholders of the Company at which a quorum representing a majority of all outstanding shares of Stock is present or represented by proxy, the Company shall not approve a program providing for any of the following: (a) the cancellation of outstanding Options or SARs and the grant in substitution thereof of new Options or SARs having a lower exercise price, another Award, cash or a combination thereof (other than in connection with a Change in Control), (b) the amendment of outstanding Options or SARs to reduce the exercise price thereof, (c) the purchase of outstanding unexercised Options or SARs by the Company, whether by cash payment or otherwise, if the exercise price of such Option or SAR is higher than the fair market value of an underlying share of Stock as of the date of purchase, or (d) any other action with respect to an Option or SAR that would be treated as a repricing under the rules and regulations of the principal U.S. national securities exchanges on which the Stock is listed. This paragraph shall not be construed to apply to “issuing or assuming a stock option in a transaction to which section 424(a) applies,” within the meaning of Section 424 of the Code. For the avoidance of doubt, this Section 3.5 shall not preclude any action taken without shareholder approval that is described in Section 4.2.

3.6 Indemnification. In addition to such other rights of indemnification as they may have as members of the Board or the Committee or as officers or employees of the Participating Company Group, members of the Board or the Committee and any officers or employees of the Participating Company Group to whom authority to act for the Board, the Committee or the Company is delegated shall be indemnified by the Company against all reasonable expenses, including attorneys’ fees, actually and necessarily incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal therein, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan, or any right granted hereunder, and against all amounts paid by them in settlement thereof (provided such settlement is approved by independent legal counsel selected by the Company) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such person is liable for gross negligence, bad faith or intentional misconduct in duties; provided, however, that within sixty (60) days after the institution of such action, suit or proceeding, such person shall offer to the Company, in writing, the opportunity at its own expense to handle and defend the same.

4. Shares Subject to Plan.

4.1 Maximum Number of Shares Issuable. Subject to adjustment as provided in Section 4.2, the maximum aggregate number of shares of Stock that may be issued under the Plan shall be 44 million (44,000,000), plus any shares authorized but not covered by an award under the Prior Plan as of the Effective Date. After the Effective Date, no Awards may be granted under the Prior Plan. Shares of Stock issued hereunder shall consist of authorized but unissued or reacquired shares of Stock or any combination thereof. If (i) an outstanding Award for any reason expires or is forfeited, terminated or canceled without having been exercised or settled in full, or if shares of Stock acquired pursuant to an Award subject to forfeiture or

repurchase are forfeited or repurchased by the Company, the shares of Stock allocable to the terminated portion of such Award or such forfeited or repurchased shares of Stock shall again be available for issuance under the Plan; or (ii) after the Effective Date, an outstanding Award under the Prior Plan (whenever granted) for any reason expires or is forfeited, terminated or canceled without having been exercised or settled in full, or if shares of Stock acquired pursuant to an Award under the Prior Plan subject to forfeiture or repurchase are forfeited or repurchased by the Company, the shares of Stock allocable to the terminated portion of such Award or such forfeited or repurchased shares of Stock shall again be available for issuance under the Plan. Shares of Stock shall not be deemed to have been issued pursuant to the Plan (and shall again be available for issuance under the Plan) with respect to any portion of an Award (or, after the Effective Date, an award under the Prior Plan) that is settled in cash (other than in the case of Options or SARs, in which case shares of Stock having a Fair Market Value equal to the cash delivered shall be deemed issued pursuant to the Plan). Upon the exercise of an SAR (or, after the Effective Date, exercise of an SAR that was granted under the Prior Plan), the gross number of shares for which the SAR is exercised shall be deemed issued and shall not again be available for issuance under the Plan. Any Shares that are withheld by the Company or tendered by a Participant (by either actual delivery or attestation) on or after the Effective Date (i) to pay the Exercise Price of an Option granted under the Plan or the Prior Plan or (ii) to satisfy tax withholding obligations associated with an Option or SAR granted under the Plan or the Prior Plan, shall not become available again for grant under the Plan. Any Shares that were purchased by the Company on the open market on or after the Effective Date with the proceeds from the exercise of an Option granted under the Plan or the Prior Plan shall not become available for grant under the Plan. In the event that after the Effective Date, withholding tax liabilities arising in connection with an Award (other than an Option or SAR) under this Plan or the Prior Plan are satisfied by the tendering of shares of Stock (either actually or by attestation) or by the withholding of shares by the Company, then in each such case (other than in the case of such shares tendered or withheld in connection with the exercise of Options or SARs) the shares of Stock so tendered or withheld shall be added to the shares available for grant under the Plan on a one-for-one basis.

4.2 Adjustments for Changes in Capital Structure. Subject to any required action by the shareholders of the Company or Section 409A of the Code, in the event of any change in the Stock effected without receipt of consideration by the Company, whether through merger, consolidation, reorganization, reincorporation, recapitalization, reclassification, stock dividend, stock split, reverse stock split, split-up, split-off, spin-off, combination of shares, exchange of shares, or similar change in the capital structure of the Company, or in the event of payment of a dividend or distribution to the shareholders of the Company in a form other than Stock (excepting normal cash dividends) that has a material effect on the Fair Market Value of shares of Stock, appropriate adjustments shall be made in the number and kind of shares subject to the Plan and to any outstanding Awards, in the Award limits set forth in Section 5.4, and in the exercise or purchase price per share under any outstanding Award, in order to prevent dilution or enlargement of Participants' rights under the Plan. For purposes of the foregoing, conversion of any convertible securities of the Company shall not be treated as "effected without receipt of consideration by the Company." Any fractional share resulting from an adjustment pursuant to this Section 4.2 shall be rounded down to the nearest whole number. The Committee in its sole discretion, may also make such adjustments in the terms of any Award to reflect, or related to,

such changes in the capital structure of the Company or distributions as it deems appropriate, including modification of Performance Goals, Performance Award Formulas and Performance Periods. The adjustments determined by the Committee pursuant to this Section 4.2 shall be final, binding and conclusive.

4.3 Substitute Awards. To the extent permitted under the rules of the applicable stock exchange on which the Stock is listed, Substitute Awards shall not reduce the shares of Stock authorized for grant under the Plan, nor shall Shares subject to a Substitute Award be added to the shares of Stock available for Awards under the Plan as provided above. Additionally, subject to the rules of the applicable stock exchange on which the Stock is listed, in the event that a company acquired by the Company or any Subsidiary Corporation or with which the Company or any Subsidiary Corporation combines has shares available under a pre-existing plan approved by shareholders and not adopted in contemplation of such acquisition or combination, the shares available for grant pursuant to the terms of such pre-existing plan (as adjusted, to the extent appropriate, using the exchange ratio or other adjustment or valuation ratio or formula used in such acquisition or combination to determine the consideration payable to the holders of common stock of the entities party to such acquisition or combination) may be used for Awards under the Plan and shall not reduce the shares authorized for grant under the Plan (and shares subject to such Awards shall not be added to the shares available for Awards under the Plan as provided in the paragraphs above); provided that Awards using such available shares shall not be made after the date awards or grants could have been made under the terms of the pre-existing plan, absent the acquisition or combination, and shall only be made to individuals who were not Employees or Directors prior to such acquisition or combination.

5. Eligibility and Award Limitations.

5.1 Persons Eligible for Awards. Awards may be granted only to Employees, Consultants and Directors (including Non-employee Directors). For purposes of the foregoing sentence, “Employees,” “Consultants” and “Directors” shall include prospective Employees, prospective Consultants and prospective Directors to whom Awards are granted in connection with written offers of an employment or other service relationship with the Participating Company Group; provided, however, that no Stock subject to any such Award shall vest, become exercisable or be issued prior to the date on which such person commences Service. A Non-employee Director Award may be granted only to a person who, at the time of grant, is a Non-employee Director.

5.2 Participation. Awards other than Non-employee Director Awards are granted solely at the discretion of the Committee. Eligible persons may be granted more than one Award. However, eligibility in accordance with this Section shall not entitle any person to be granted an Award, or, having been granted an Award, to be granted an additional Award.

5.3 Incentive Stock Option Limitations.

(a) **Persons Eligible.** An Incentive Stock Option (“ISO”) may be granted only to a person who, on the effective date of grant, is an Employee of the Company, a Parent Corporation or a Subsidiary Corporation (each being an “*ISO-Qualifying Corporation*”). Any

person who is not an Employee of an ISO-Qualifying Corporation on the effective date of the grant of an Option to such person may be granted only a Nonstatutory Stock Option. An Incentive Stock Option granted to a prospective Employee on the condition that such person become an Employee of an ISO-Qualifying Corporation shall be deemed granted effective on the date such person commences Service with an ISO-Qualifying Corporation, with an exercise price determined as of such date in accordance with Section 6.1.

(b) ***Fair Market Value Limitation.*** To the extent that options designated as Incentive Stock Options (granted under all stock option plans of the Participating Company Group, including the Plan) become exercisable by a Participant for the first time during any calendar year for stock having a Fair Market Value greater than One Hundred Thousand Dollars (\$100,000), the portion of such options that exceeds such amount shall be treated as Nonstatutory Stock Options. For purposes of this Section, options designated as Incentive Stock Options shall be taken into account in the order in which they were granted, and the Fair Market Value of stock shall be determined as of the time the option with respect to such stock is granted. If the Code is amended to provide for a limitation different from that set forth in this Section, such different limitation shall be deemed incorporated herein effective as of the date and with respect to such Options as required or permitted by such amendment to the Code. If an Option is treated as an Incentive Stock Option in part and as a Nonstatutory Stock Option in part by reason of the limitation set forth in this Section, the Participant may designate which portion of such Option the Participant is exercising. In the absence of such designation, the Participant shall be deemed to have exercised the Incentive Stock Option portion of the Option first. Upon exercise, shares issued pursuant to each such portion shall be separately identified.

5.4 Award Limits.

(a) ***Maximum Number of Shares Issuable Pursuant to Incentive Stock Options.*** Subject to adjustment as provided in Section 4.2, the maximum aggregate number of shares of Stock that may be issued under the Plan pursuant to the exercise of Incentive Stock Options shall not exceed the number of shares set forth in the first sentence of Section 4.1 plus, to the extent allowable under Section 422 of the Code and the Treasury Regulations thereunder, any shares of Stock that again become available for issuance pursuant to the remaining provisions of Section 4.1.

(b) ***Non-employee Director Award Limits.*** The maximum aggregate value of equity and cash based Awards granted to any Non-employee Director for service in such capacity during any calendar year shall not exceed \$750,000 ("Annual Limit"), except that, in the case of a Non-employee Director who is serving as Chairman of the Board the Annual Limit shall be increased by 200%. The value of an equity-based Award shall be based on the Award's grant date fair value as determined under applicable accounting standards.

5.5 ***Dividends and Dividend Equivalents.*** Notwithstanding anything herein to the contrary, cash dividends, stock and any other property (other than cash) distributed as a dividend, a Dividend Equivalent or otherwise with respect to any Award (a) shall either (i) not be paid or credited or (ii) be accumulated, (b) shall be subject to restrictions and risk of forfeiture to the same extent as the underlying Award with respect to which such cash, stock or other property has

been distributed, and (c) shall be paid after such restrictions and risk of forfeiture lapse in accordance with the terms of the applicable Award Agreement.

5.6 Minimum Vesting Period. Except in the case of Substitute Awards granted pursuant to Sections 4.3, any equity-based Award (including any portion thereof) shall have a minimum vesting period of one year from the date of its grant with no vesting prior to the first anniversary of the grant date. Notwithstanding the foregoing, (i) the Committee may provide in an Award Agreement or following the time of grant that the vesting of an Award shall accelerate in the event of the Participant's death, Disability, Retirement, or a termination of Service other than for cause, and (ii) the Committee may grant Awards covering up to five percent (5%) of the total number of shares of Stock authorized under Section 4.1 of the Plan (subject to adjustment pursuant to Section 4.2 of the Plan) without respect to the minimum vesting requirements set forth in this Section 5.6. Notwithstanding the foregoing, with regard to Awards granted to a Non-employee Director, the vesting of such Awards will be deemed to satisfy the one (1) year minimum vesting requirement to the extent that the Awards vest on the earlier of the one (1) year anniversary of the date of grant and the next annual meeting of the Company's shareholders that is at least fifty (50) weeks after the immediately preceding year's annual meeting.

6. Terms and Conditions of Options.

Options shall be evidenced by Award Agreements specifying the number of shares of Stock covered thereby, in such form as the Committee shall from time to time establish. No Option or purported Option shall be a valid and binding obligation of the Company unless evidenced by a fully executed Award Agreement. Award Agreements evidencing Options may incorporate all or any of the terms of the Plan by reference and shall comply with and be subject to the following terms and conditions.

6.1 Exercise Price. The exercise price for each Option shall be established in the discretion of the Committee; provided, however, that (a) the exercise price per share shall be not less than the Fair Market Value of a share of Stock on the effective date of grant of the Option and (b) no Incentive Stock Option granted to a Ten Percent Owner shall have an exercise price per share less than one hundred ten percent (110%) of the Fair Market Value of a share of Stock on the effective date of grant of the Option. Notwithstanding the foregoing, an Option (whether an Incentive Stock Option or a Nonstatutory Stock Option) may be granted with an exercise price lower than the minimum exercise price set forth above if such Option is granted as a Substitute Award, except as would result in taxation under Section 409A or loss of ISO status.

6.2 Exercisability and Term of Options. Options shall be exercisable at such time or times, or upon such event or events, and subject to such terms, conditions, performance criteria and restrictions as shall be determined by the Committee and set forth in the Award Agreement evidencing such Option; provided, however, that (a) no Option shall be exercisable after the expiration of ten (10) years after the effective date of grant of such Option, (b) no Incentive Stock Option granted to a Ten Percent Owner shall be exercisable after the expiration of five (5) years after the effective date of grant of such Option, and (c) no Option granted to a prospective Employee, prospective Consultant or prospective Director may become exercisable prior to the date on which such person commences Service. Subject to the foregoing, unless

otherwise specified by the Committee in the grant of an Option, any Option granted hereunder shall terminate ten (10) years after the effective date of grant of the Option, unless earlier terminated in accordance with its provisions.

6.3 Payment of Exercise Price.

(a) **Forms of Consideration Authorized.** Except as otherwise provided below, payment of the exercise price for the number of shares of Stock being purchased pursuant to any Option shall be made (i) in cash, by check or in cash equivalent, (ii) by tender to the Company, or attestation to the ownership, of shares of Stock owned by the Participant having a Fair Market Value not less than the exercise price, (iii) by delivery of a properly executed notice of exercise together with irrevocable instructions to a broker providing for the assignment to the Company of the proceeds of a sale or loan with respect to some or all of the shares being acquired upon the exercise of the Option (including, without limitation, through an exercise complying with the provisions of Regulation T as promulgated from time to time by the Board of Governors of the Federal Reserve System) (a “**Cashless Exercise**”), (iv) by delivery of a properly executed notice of exercise electing a Net-Exercise, (v) by such other consideration as may be approved by the Committee from time to time to the extent permitted by applicable law, or (vi) by any combination thereof. The Committee may at any time or from time to time grant Options that do not permit all of the foregoing forms of consideration to be used in payment of the exercise price or that otherwise restrict one or more forms of consideration. Notwithstanding the foregoing, an Award Agreement may provide that if on the last day of the term of an Option the Fair Market Value of one share exceeds the option price per share, the Participant has not exercised the Option (or a tandem Stock Appreciation Right, if applicable) and the Option has not expired, the Option, to the extent vested, shall be deemed to have been exercised by the Participant on such day with payment made by withholding shares otherwise issuable in connection with the exercise of the Option. In such event, the Company shall deliver to the Participant the number of shares for which the Option was deemed exercised, less the number of shares required to be withheld for the payment of the total purchase price and required withholding taxes; provided, however, any fractional share shall be settled in cash.

(b) **Limitations on Forms of Consideration.**

(i) **Tender of Stock.** Notwithstanding the foregoing, an Option may not be exercised by tender to the Company, or attestation to the ownership, of shares of Stock to the extent such tender or attestation would constitute a violation of the provisions of any law, regulation or agreement restricting the redemption of the Company’s stock.

(ii) **Cashless Exercise.** The Company reserves, at any and all times, the right, in the Company’s sole and absolute discretion, to establish, decline to approve, or terminate any program or procedures for the exercise of Options by means of a Cashless Exercise, including with respect to one or more Participants specified by the Company, notwithstanding that such program or procedures may be available to other Participants.

6.4 Effect of Termination of Service.

(a) ***Option Exercisability.*** Subject to earlier termination of the Option as otherwise provided herein and unless otherwise provided by the Committee, an Option shall be exercisable after a Participant's termination of Service only during the applicable time periods provided in the Award Agreement.

(b) ***Extension if Exercise Prevented by Law.*** Notwithstanding the foregoing, unless the Committee provides otherwise in the Award Agreement, if the exercise of an Option within the applicable time periods is prevented by the provisions of Section 15 below, the Option shall remain exercisable until three (3) months (or such longer period of time as determined by the Committee, in its discretion) after the date the Participant is notified by the Company that the Option is exercisable, but in any event no later than the earlier of the Option Expiration Date and the tenth anniversary of the date of grant of the Option.

(c) ***Extension if Exercise Prohibited by Law.*** Notwithstanding the foregoing, in the event that on the last business day of the term of an Option (other than an Incentive Stock Option) the exercise of the Option is prohibited by applicable law, the term of the Option shall be extended for a period of thirty (30) days following the end of the legal prohibition.

7. Terms and Conditions of Non-employee Director Awards.

Non-employee Director Awards granted under this Plan shall be automatic and non-discretionary and shall comply with and be subject to the terms and conditions set forth in this Section 7.

The grant date for all Non-employee Director awards to be made under this Section 7 shall be the later of (1) the date on which the independent inspector of election certifies the results of the annual election of directors by shareholders of PG&E Corporation, or (2) the date that this Plan becomes effective and grants can be made consistent with legal requirements; provided, however, that in extraordinary circumstances, the grant shall be delayed until the first business day of the next open trading window period following certification of the director election results, as determined by the General Counsel of PG&E Corporation (the "Grant Date").

7.1 Grant of Restricted Stock Unit.

(a) **Timing and Amount of Grant.** Each person who is a Non-employee Director on the Grant Date (other than a Non-employee Director who is serving as the Company's non-executive chair of the Board) shall receive a grant of Restricted Stock Units with the number of Restricted Stock Units determined by dividing \$180,000 by the Fair Market Value of the Stock on the Grant Date (rounded down to the nearest whole Restricted Stock Unit). A Non-employee Director who also serves as the Company's non-executive chair of the Board on the Grant Date shall receive a grant of Restricted Stock Units with the number of Restricted Stock Units determined by dividing \$290,000 by the Fair Market Value of the Stock on the Grant Date (rounded down to the nearest whole Restricted Stock Unit). The Restricted Stock Units awarded to a Non-employee Director shall be credited to the director's Restricted Stock Unit account. Each Restricted Stock Unit awarded to a Non-employee Director in accordance with this Section 7.1(a) shall be deemed to be equal to one (1) (or fraction thereof) share of Stock on

the Grant Date, and the value of the Restricted Stock Unit shall thereafter fluctuate in value in accordance with the Fair Market Value of the Stock. No person shall receive more than one grant of Restricted Stock Units pursuant to this Section 7.1(a) during any calendar year.

(b) ***Dividend Rights.*** Each Non-employee Director's Restricted Stock Unit account shall be credited quarterly on each dividend payment date with additional Restricted Stock Units (including fractions computed to three decimal places) determined by dividing (1) the amount of cash dividends paid on such date with respect to the number of shares of Stock represented by the Restricted Stock Units previously credited to the account by (2) the Fair Market Value per share of Stock on such date. Such additional Restricted Stock Units shall be subject to the same terms and conditions and shall be settled in the same manner and at the same time as the Restricted Stock Units originally subject to the Restricted Stock Unit Award.

(c) ***Vesting and Settlement of Restricted Stock Units.*** Restricted Stock Units shall vest on the earlier of (i) the first anniversary of the Grant Date or (ii) the last day of the director's elected term (the normal vesting date). Restricted Stock Units credited to a Non-employee Director's Restricted Stock Unit account shall, to the extent vested, be settled in a lump sum by the issuance of an equal number of shares of Stock, rounded down to the nearest whole share, upon the earliest of (i) the first anniversary of the Grant Date (the normal settlement date), (ii) the Non-employee Director's death, (iii) the Non-employee Director's Disability (within the meaning of Section 409A of the Code), or (iv) the Non-employee Director's Separation from Service following a Change in Control. However, a Non-employee Director may irrevocably elect, no later than December 31 of the calendar year prior to the Grant Date of the Restricted Stock Units (or such later time permitted by Section 409A) to have the Non-employee Director's Restricted Stock Unit account settled in (1) a series of 10 approximately equal annual installments (which shall be separate payments for purposes of Section 409A) commencing in January of any year following the normal settlement date, or (2) a lump sum in January of any future year following the normal settlement date. In the event that the Non-employee Director elects settlement of the Restricted Stock Units in accordance with the immediately preceding sentence, the Restricted Stock Units shall be earlier settled in a lump sum, to the extent vested, upon the occurrence of any of the events set forth in Section 7.1(c)(ii) through 7.1(c)(iv) prior to the elected settlement date (or commencement thereof in the case of settlement in 10 equal annual installments). In the event that a Non-employee Director elects to have the Non-employee Director's Restricted Stock Unit account settled in a series of 10 approximately equal annual installments commencing in January of any year following the normal settlement date and one of the events set forth in Section 7.1(c)(ii) through 7.1(c)(iv) occurs after commencement of such installments but prior to full settlement of the Non-employee Director's Restricted Stock Units, then any remaining unsettled Restricted Stock Units will be settled in a lump sum upon the occurrence of the applicable event but only to the extent that such acceleration would not result in the imposition of taxation under Section 409A. The Board may authorize other deferral alternatives with respect to Restricted Stock Units granted to Non-employee Directors, provided that such deferral alternatives comply with the deferral timing and other requirements of Section 409A. Such deferral alternatives may include, without limitation, deferral until the Non-employee Director's separation from service or until the January following such separation.

7.2 Effect of Termination of Service as a Non-employee Director.

(a) **Forfeiture of Award.** If the Non-employee Director has a Separation from Service prior to the normal vesting date, all Restricted Stock Units credited to the Participant's account that have not vested in accordance with Section 7.2(b) or 7.3 shall be forfeited to the Company from and after the date of such Separation from Service, and the Participant shall cease to have any rights with respect thereto; provided, however, that if the Non-employee Director Separates from Service due to a pending Disability determination, such forfeiture shall not occur until a finding that such Disability has not occurred.

(b) **Death or Disability.** If the Non-employee Director becomes "disabled," within the meaning of Section 409A of the Code or in the event of the Non-employee Director's death, all Restricted Stock Units credited to the Non-employee Director's account shall immediately vest and become payable, in accordance with Section 7.1(c), to the Participant (or the Participant's legal representative or other person who acquired the rights to the Restricted Stock Units by reason of the Participant's death) in the form of a number of shares of Stock equal to the number of Restricted Stock Units credited to the Restricted Stock Unit account, rounded down to the nearest whole share.

(c) Notwithstanding the provisions of Section 7.1(c) above, the Board, in its sole discretion, may amend this Section 7 or establish different terms and conditions pertaining to Non-employee Director Awards, in compliance with Section 409A of the Code.

7.3 **Other Awards to Non-employee Directors.** Notwithstanding anything to the contrary set forth in this Plan, subject to Section 5.4(b) of the Plan, Non-employee Directors shall be eligible to receive all types of Awards under the Plan in addition to or instead of Non-employee Director Awards, as may be determined by the Board.

8. Terms and Conditions of Stock Appreciation Rights.

Stock Appreciation Rights shall be evidenced by Award Agreements specifying the number of shares of Stock subject to the Award, in such form as the Committee shall from time to time establish. No SAR or purported SAR shall be a valid and binding obligation of the Company unless evidenced by a fully executed Award Agreement. Award Agreements evidencing SARs may incorporate all or any of the terms of the Plan by reference and shall comply with and be subject to the following terms and conditions.

8.1 **Types of SARs Authorized.** SARs may be granted in tandem with all or any portion of a related Option (a "**Tandem SAR**") or may be granted independently of any Option (a "**Freestanding SAR**"). A Tandem SAR may be granted either concurrently with the grant of the related Option or at any time thereafter prior to the complete exercise, termination, expiration or cancellation of such related Option.

8.2 Exercise Price. The exercise price for each SAR shall be established in the discretion of the Committee; provided, however, that (other than in connection with Substitute Awards granted in accordance with Code Section 424(a)): (a) the exercise price per share subject to a Tandem SAR shall be the exercise price per share under the related Option and (b) the exercise price per share subject to a Freestanding SAR shall not be less than the Fair Market Value of a share of Stock on the effective date of grant of the SAR.

8.3 Exercisability and Term of SARs.

(a) ***Tandem SARs.*** Tandem SARs shall be exercisable only at the time and only to the extent that the related Option is exercisable, subject to such provisions as the Committee may specify where the Tandem SAR is granted with respect to less than the full number of shares of Stock subject to the related Option.

(b) ***Freestanding SARs.*** Freestanding SARs shall be exercisable at such time or times, or upon such event or events, and subject to such terms, conditions, performance criteria and restrictions as shall be determined by the Committee and set forth in the Award Agreement evidencing such SAR; provided, however, that no Freestanding SAR shall be exercisable after the expiration of ten (10) years after the effective date of grant of such SAR.

(c) ***Extension if Exercise Prevented by Law.*** Notwithstanding the foregoing, unless the Committee provides otherwise in the Award Agreement, if the exercise of an SAR within the applicable time periods is prevented by the provisions of Section 15 below, the SAR shall remain exercisable until three (3) months (or such longer period of time as determined by the Committee, in its discretion) after the date the Participant is notified by the Company that the SAR is exercisable, but in any event no later than the earlier of the date of expiration of the SAR's term (as set forth in the applicable Award Agreement) and the tenth anniversary of the date of grant of the SAR.

(d) ***Extension if Exercise Prohibited by Law.*** Notwithstanding the foregoing, in the event that on the last business day of the term of an SAR the exercise of the SAR is prohibited by applicable law, the term shall be extended for a period of thirty (30) days following the end of the legal prohibition.

8.4 Deemed Exercise of SARs. An Award Agreement may provide that if on the last day of the term of an SAR the Fair Market Value of one share exceeds the grant price per share of the Stock Appreciation Right, and the Participant has not exercised the SAR or the tandem Option (if applicable), and the SAR has not otherwise expired, the SAR, to the extent then vested, shall be deemed to have been exercised by the Participant on such day. In such event, the Company shall make payment to the Participant in accordance with this Section, reduced by the number of shares (or cash) required for withholding taxes; provided, however, any fractional share shall be settled in cash.

8.5 Effect of Termination of Service. Subject to earlier termination of the SAR as otherwise provided herein and unless otherwise provided by the Committee in the grant of an

SAR and set forth in the Award Agreement, an SAR shall be exercisable after a Participant's termination of Service only as provided in the Award Agreement.

9. **Terms and Conditions of Restricted Stock Awards.**

Restricted Stock Awards shall be evidenced by Award Agreements specifying the number of shares of Stock subject to the Award, in such form as the Committee shall from time to time establish. No Restricted Stock Award or purported Restricted Stock Award shall be a valid and binding obligation of the Company unless evidenced by a fully executed Award Agreement. Award Agreements evidencing Restricted Stock Awards may incorporate all or any of the terms of the Plan by reference and shall comply with and be subject to the following terms and conditions:

9.1 **Types of Restricted Stock Awards Authorized.** Restricted Stock Awards may or may not require the payment of cash compensation for the stock. Restricted Stock Awards may be granted upon such conditions as the Committee shall determine, including, without limitation, upon the attainment of one or more Performance Goals described in Section 10.4 or other performance conditions established by the Committee.

9.2 **Purchase Price.** The purchase price, if any, for shares of Stock issuable under each Restricted Stock Award and the means of payment shall be established by the Committee in its discretion.

9.3 **Purchase Period.** A Restricted Stock Award requiring the payment of cash consideration shall be exercisable within a period established by the Committee; provided, however, that no Restricted Stock Award granted to a prospective Employee, prospective Consultant or prospective Director may become exercisable prior to the date on which such person commences Service.

9.4 **Vesting and Restrictions on Transfer.** Shares issued pursuant to any Restricted Stock Award may or may not be made subject to Vesting Conditions based upon the satisfaction of such Service requirements, conditions, restrictions or performance criteria, including, without limitation, Performance Goals as described in Section 10.4, as shall be established by the Committee and set forth in the Award Agreement evidencing such Award. During any Restriction Period in which shares acquired pursuant to a Restricted Stock Award remain subject to Vesting Conditions, such shares may not be sold, exchanged, transferred, pledged, assigned or otherwise disposed of other than as provided in the Award Agreement or as provided in Section 18. Upon request by the Company, each Participant shall execute any agreement evidencing such transfer restrictions prior to the receipt of shares of Stock hereunder and shall promptly present to the Company any and all certificates representing shares of Stock acquired hereunder for the placement on such certificates of appropriate legends evidencing any such transfer restrictions.

9.5 **Voting Rights, Dividends and Distributions.** Except as provided in Section 5.5, Section 9.4, this Section, and any Award Agreement, during the Restriction Period applicable to shares subject to a Restricted Stock Award, the Participant shall have all of the rights of a

shareholder of the Company holding shares of Stock, including the right to vote such shares and to receive all dividends and other distributions paid with respect to such shares. However, in the event of a dividend or distribution paid in shares of Stock or any other adjustment made upon a change in the capital structure of the Company as described in Section 4.2, any and all new, substituted or additional securities or other property (other than normal cash dividends) to which the Participant is entitled by reason of the Participant's Restricted Stock Award shall be immediately subject to the same Vesting Conditions as the shares subject to the Restricted Stock Award with respect to which such dividends or distributions were paid or adjustments were made.

9.6 Effect of Termination of Service. Unless otherwise provided by the Committee in the grant of a Restricted Stock Award and set forth in the Award Agreement, if a Participant's Service terminates for any reason, whether voluntary or involuntary (including the Participant's death or Disability), then the Participant shall forfeit to the Company any shares acquired by the Participant pursuant to a Restricted Stock Award that remain subject to Vesting Conditions as of the date of the Participant's termination of Service in exchange for the payment of the purchase price, if any, paid by the Participant. The Company shall have the right to assign at any time any repurchase right it may have, whether or not such right is then exercisable, to one or more persons as may be selected by the Company.

10. Terms and Conditions of Performance Awards.

Performance Awards shall be evidenced by Award Agreements in such form as the Committee shall from time to time establish. No Performance Award or purported Performance Award shall be a valid and binding obligation of the Company unless evidenced by a fully executed Award Agreement. Award Agreements evidencing Performance Awards may incorporate all or any of the terms of the Plan by reference.

10.1 Types of Performance Awards Authorized. Performance Awards may be in the form of either Performance Shares or Performance Units. Each Award Agreement evidencing a Performance Award shall specify the number of Performance Shares or Performance Units subject thereto, the Performance Award Formula, the Performance Goal(s) and Performance Period applicable to the Award, and the other terms, conditions and restrictions of the Award.

10.2 Initial Value of Performance Shares and Performance Units. Unless otherwise provided by the Committee in granting a Performance Award, each Performance Share shall have an initial value equal to the Fair Market Value of one (1) share of Stock, subject to adjustment as provided in Section 4.2, on the effective date of grant of the Performance Share. Each Performance Unit shall have an initial value determined by the Committee. The final value payable to the Participant in settlement of a Performance Award determined on the basis of the applicable Performance Award Formula will depend on the extent to which Performance Goals established by the Committee are attained within the applicable Performance Period established by the Committee.

10.3 Establishment of Performance Period, Performance Goals and Performance Award Formula. In granting each Performance Award, the Committee shall establish in writing

the applicable Performance Period, Performance Award Formula and one or more Performance Goals that, when measured at the end of the Performance Period, shall determine on the basis of the Performance Award Formula the final value of the Performance Award to be paid to the Participant. The Company shall notify each Participant granted a Performance Award of the terms of such Award, including the Performance Period, Performance Goal(s) and Performance Award Formula.

10.4 Measurement of Performance Goals. Performance Goals shall be established by the Committee on the basis of targets to be attained (“**Performance Targets**”) with respect to one or more measures of business or financial performance (each, a “**Performance Measure**”), subject to the following.

(a) **Performance Measures.** Performance Measures shall be calculated with respect to the Company and/or each Subsidiary Corporation and/or such division or other business unit as may be selected by the Committee, or may be based upon performance relative to performance of other companies or upon comparisons of any of the indicators of performance relative to performance of other companies. Performance Measures may be based upon one or more of the following business criteria, as determined by the Committee: (i) sales revenue; (ii) gross margin; (iii) operating margin; (iv) operating income; (v) pre-tax profit; (vi) earnings before interest, taxes and depreciation and amortization (EBITDA)/adjusted EBITDA; (vii) net income; (viii) expenses; (ix) the market price of the Stock; (x) earnings per share; (xi) return on shareholder equity or assets; (xii) return on capital; (xiii) return on net assets; (xiv) economic profit or economic value added (EVA); (xv) market share; (xvi) customer satisfaction; (xvii) safety; (xviii) total shareholder return; (xix) earnings; (xx) cash flow; (xxi) revenue; (xxii) profits before interest and taxes; (xxiii) profit/loss; (xxiv) profit margin; (xxv) working capital; (xxvi) price/earnings ratio; (xxvii) debt or debt-to-equity; (xxviii) accounts receivable; (xxix) write-offs; (xxx) cash; (xxxi) assets; (xxxii) liquidity; (xxxiii) core earnings; (xxxiv) operational reliability; (xxxv) environmental performance; (xxxvi) funds from operations; (xxxvii) adjusted revenues; (xxxviii) free cash flow; or (xxxix) operational performance.

(b) **Performance Targets.** Performance Targets may include a minimum, maximum, target level and intermediate levels of performance, with the final value of a Performance Award determined under the applicable Performance Award Formula by the level attained during the applicable Performance Period. A Performance Target may be stated as an absolute value or as a value determined relative to a standard selected by the Committee.

10.5 Settlement of Performance Awards.

(a) **Determination of Final Value.** As soon as practicable, but no later than the 15th day of the third month following the completion of the Performance Period applicable to a Performance Award (or such shorter period set forth in an Award Agreement), the Committee shall certify the extent to which the applicable Performance Goals have been attained and the resulting final value of the Award earned by the Participant and to be paid upon its settlement in accordance with the applicable Performance Award Formula no later than the 15th day of the third month following the completion of such Performance Period (or such shorter period set forth in an Award Agreement).

(b) **Discretionary Adjustment of Award Formula.** In its discretion, the Committee may, either at the time it grants a Performance Award or at any time thereafter, provide for the positive or negative adjustment of the Performance Award Formula applicable to a Performance Award to reflect such Participant's individual performance in his or her position with the Company or such other factors as the Committee may determine.

(c) **Payment in Settlement of Performance Awards.** As soon as practicable following the Committee's determination and certification in accordance with Sections 10.5(a) and (b) but, in any case, no later than the 15th day of the third month following completion of the Performance Period applicable to a Performance Award (or such shorter period set forth in an Award Agreement), payment shall be made to each eligible Participant (or such Participant's legal representative or other person who acquired the right to receive such payment by reason of the Participant's death) of the final value of the Participant's Performance Award. Payment of such amount shall be made in cash, shares of Stock, or a combination thereof as determined by the Committee.

10.6 Voting Rights, Dividend Equivalent Rights and Distributions. Participants shall have no voting rights with respect to shares of Stock represented by Performance Share Awards until the date of the issuance of such shares, if any (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). However, the Committee, in its discretion, may provide in the Award Agreement evidencing any Performance Share Award that the Participant shall be entitled to receive Dividend Equivalents with respect to the payment of cash dividends on Stock having a record date prior to the date on which the Performance Shares are settled or forfeited. Such Dividend Equivalents, if any, shall be credited to the Participant in the form of additional whole Performance Shares as of the date of payment of such cash dividends on Stock. The number of additional Performance Shares (rounded to the nearest whole number) to be so credited shall be determined by dividing (a) the amount of cash dividends paid on such date with respect to the number of shares of Stock represented by the Performance Shares previously credited to the Participant by (b) the Fair Market Value per share of Stock on such date. Dividend Equivalents credited in connection with Performance Shares shall be subject to Section 5.5 of the Plan. Settlement of Dividend Equivalents may be made in cash, shares of Stock, or a combination thereof as determined by the Committee, and may be paid on the same basis as settlement of the related Performance Shares as provided in Section 10.5. Dividend Equivalents shall not be paid with respect to Performance Units. In the event of an adjustment described in Section 4.2, the adjusted Performance Share Award shall be immediately subject to the same Performance Goals as are applicable to the Award.

10.7 Effect of Termination of Service. Unless otherwise provided by the Committee in the grant of a Performance Award and set forth in the Award Agreement, the effect of a Participant's termination of Service on the Performance Award shall be as follows:

(a) **Death or Disability.** If the Participant's Service terminates because of the death or Disability of the Participant before the completion of the Performance Period applicable to the Performance Award, the final value of the Participant's Performance Award shall be

determined by the extent to which the applicable Performance Goals have been attained with respect to the entire Performance Period and shall be prorated based on the number of months of the Participant's Service during the Performance Period. Payment shall be made following the end of the Performance Period in any manner permitted by Section 10.5.

(b) ***Other Termination of Service.*** If the Participant's Service terminates for any reason except death or Disability before the completion of the Performance Period applicable to the Performance Award, such Award shall be forfeited in its entirety; provided, however, that in the event of termination of the Participant's Service for other reasons, the Committee, in its sole discretion, may waive the automatic forfeiture of all or any portion of any such Award.

11. **Terms and Conditions of Restricted Stock Unit Awards.**

Restricted Stock Unit Awards shall be evidenced by Award Agreements specifying the number of Restricted Stock Units subject to the Award, in such form as the Committee shall from time to time establish. No Restricted Stock Unit Award or purported Restricted Stock Unit Award shall be a valid and binding obligation of the Company unless evidenced by a fully executed Award Agreement. Award Agreements evidencing Restricted Stock Units may incorporate all or any of the terms of the Plan by reference and shall comply with and be subject to the following terms and conditions.

11.1 **Grant of Restricted Stock Unit Awards.** Restricted Stock Unit Awards may be granted upon such conditions as the Committee shall determine, including, without limitation, upon the attainment of one or more Performance Goals described in Section 10.4.

11.2 **Vesting.** Restricted Stock Units may or may not be made subject to Vesting Conditions based upon the satisfaction of such Service requirements, conditions, restrictions or performance criteria, including, without limitation, Performance Goals as described in Section 10.4, as shall be established by the Committee and set forth in the Award Agreement evidencing such Award.

11.3 **Voting Rights, Dividend Equivalent Rights and Distributions.** Participants shall have no voting rights with respect to shares of Stock represented by Restricted Stock Units until the date of the issuance of such shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). However, the Committee, in its discretion, may provide in the Award Agreement evidencing any Restricted Stock Unit Award that the Participant shall be entitled to receive Dividend Equivalents with respect to the payment of cash dividends on Stock having a record date prior to the date on which Restricted Stock Units held by such Participant are settled. Such Dividend Equivalents, if any, shall be paid by crediting the Participant with additional whole Restricted Stock Units as of the date of payment of such cash dividends on Stock. The number of additional Restricted Stock Units (rounded to the nearest whole number) to be so credited shall be determined by dividing (a) the amount of cash dividends paid on such date with respect to the number of shares of Stock represented by the Restricted Stock Units previously credited to the Participant by (b) the Fair Market Value per share of Stock on such date. Such additional Restricted Stock Units shall be subject to the same terms and conditions and shall be settled in the same manner and at the same

time as the Restricted Stock Units originally subject to the Restricted Stock Unit Award, provided that Dividend Equivalents may be settled in cash, shares of Stock, or a combination thereof as determined by the Committee and set forth in the Award Agreement. In the event of an adjustment as described in Section 4.2, the Participant's adjusted Restricted Stock Unit Award shall be immediately subject to the same Vesting Conditions as are applicable to the Award.

11.4 Effect of Termination of Service. Unless otherwise provided by the Committee in the grant of a Restricted Stock Unit Award and set forth in the Award Agreement, if a Participant's Service terminates for any reason, whether voluntary or involuntary (including the Participant's death or Disability), then the Participant shall forfeit to the Company any Restricted Stock Units pursuant to the Award that remain subject to Vesting Conditions as of the date of the Participant's termination of Service.

11.5 Settlement of Restricted Stock Unit Awards. The Company shall issue to a Participant on the date on which Restricted Stock Units subject to the Participant's Restricted Stock Unit Award vest or on such other date determined by the Committee, in its discretion, and set forth in the Award Agreement one (1) share of Stock (and/or any other new, substituted or additional securities or other property pursuant to an adjustment described in Section 11.3) for each Restricted Stock Unit then becoming vested or otherwise to be settled on such date, subject to the withholding of applicable taxes, provided that Restricted Stock Units may be settled in cash, shares of Stock, or a combination thereof as determined by the Committee and set forth in the Award Agreement. Notwithstanding the foregoing, if permitted by the Committee and set forth in the Award Agreement, and subject to the restrictions of Section 409A of the Code, the Participant may elect in accordance with terms specified in the Award Agreement to defer receipt of all or any portion of the shares of Stock or other property otherwise issuable to the Participant pursuant to this Section.

12. Deferred Compensation Awards.

12.1 Establishment of Deferred Compensation Award Programs. This Section 12 shall not be effective unless and until the Committee determines to establish a program pursuant to this Section. The Committee, in its discretion and upon such terms and conditions as it may determine, may establish one or more programs pursuant to the Plan under which:

(a) Subject to the restrictions of Section 409A of the Code, Participants designated by the Committee who are Insiders or otherwise among a select group of management or highly compensated Employees may irrevocably elect, prior to a date specified by the Committee, to reduce such Participant's compensation otherwise payable in cash (subject to any minimum or maximum reductions imposed by the Committee) and to be granted automatically at such time or times as specified by the Committee one or more Awards of Stock Units with respect to such numbers of shares of Stock as determined in accordance with the rules of the program established by the Committee and having such other terms and conditions as established by the Committee; and

(b) Subject to the restrictions of Section 409A of the Code, Participants designated by the Committee who are Insiders or otherwise among a select group of

management or highly compensated Employees may irrevocably elect, prior to a date specified by the Committee, to be granted automatically an Award of Stock Units with respect to such number of shares of Stock and upon such other terms and conditions as established by the Committee in lieu of cash or shares of Stock otherwise issuable to such Participant upon the settlement of a Performance Award or Performance Unit.

12.2 Terms and Conditions of Deferred Compensation Awards. Deferred Compensation Awards granted pursuant to this Section 12 shall be evidenced by Award Agreements in such form as the Committee shall from time to time establish. No such Deferred Compensation Award or purported Deferred Compensation Award shall be a valid and binding obligation of the Company unless evidenced by a fully executed Award Agreement. Award Agreements evidencing Deferred Compensation Awards may incorporate all or any of the terms of the Plan by reference and shall comply with and be subject to the following terms and conditions.

(a) ***Vesting Conditions.*** Deferred Compensation Awards shall or shall not be subject to vesting conditions, as determined by the Committee.

(b) ***Terms and Conditions of Stock Units.***

(i) ***Voting Rights, Dividend Equivalent Rights and Distributions.*** Participants shall have no voting rights with respect to shares of Stock represented by Stock Units until the date of the issuance of such shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). However, the Committee, in its discretion, may provide in the applicable Award Agreement that the Participant shall be entitled to receive Dividend Equivalents with respect to the payment of cash dividends on Stock having a record date prior to the date on which Stock Units held by such Participant are settled. Such Dividend Equivalents shall be paid by crediting the Participant with additional whole and/or fractional Stock Units as of the date of payment of such cash dividends on Stock. The method of determining the number of additional Stock Units to be so credited shall be specified by the Committee and set forth in the Award Agreement. Such additional Stock Units shall be subject to the same terms and conditions and shall be settled in the same manner and at the same time as the Stock Units originally subject to the Stock Unit Award. In the event of a dividend or distribution paid in shares of Stock or any other adjustment made upon a change in the capital structure of the Company as described in Section 4.2, appropriate adjustments shall be made in the Participant's Stock Unit Award so that it represents the right to receive upon settlement any and all new, substituted or additional securities or other property (other than normal cash dividends) to which the Participant would be entitled by reason of the shares of Stock issuable upon settlement of the Award.

(ii) ***Settlement of Stock Unit Awards.*** A Participant electing to receive an Award of Stock Units pursuant to this Section 12 shall specify at the time of such election a settlement date with respect to such Award in accordance with rules established by the Committee. Except as otherwise set forth in the applicable Award Agreement, the Company shall issue to the Participant, upon the earlier of the settlement date elected by the Participant or the date of the Participant's Separation from Service, a number of whole shares of Stock equal to

the number of whole Stock Units subject to the Stock Unit Award. The Participant shall not be required to pay any additional consideration (other than applicable tax withholding) to acquire such shares. Any fractional Stock Unit subject to the Stock Unit Award shall be settled by the Company by payment in cash of an amount equal to the Fair Market Value as of the payment date of such fractional share.

13. **Other Stock-Based Awards.**

In addition to the Awards set forth in Sections 6 through 12 above, the Committee, in its sole discretion, may carry out the purpose of this Plan by awarding Stock-Based Awards as it determines to be in the best interests of the Company and subject to such other terms and conditions as it deems necessary and appropriate. Such awards may be evidenced by Award Agreements in such form as the Committee shall from time to time establish.

14. **Change in Control.**

14.1 **Effect of Change in Control.** Except as set forth in an applicable Award Agreement, in the event of a Change in Control, the surviving, continuing, successor, or purchasing corporation or other business entity or parent thereof, as the case may be (the “Acquiror”), may, without the consent of any Participant, either assume or continue the Company’s rights and obligations under outstanding Awards or substitute for such Awards substantially equivalent Awards covering the Acquiror’s stock. Except as set forth in an applicable Award Agreement, Awards that are assumed or continued in connection with a Change in Control shall be subject to such additional accelerated vesting and/or exercisability, or lapse of restrictions in connection with the Participant’s termination of Service in connection with the Change in Control as the Committee or Board may determine, if any. Except as set forth in an applicable Award Agreement, in the event of a Change in Control in which Awards are not assumed or continued, a Participant’s then-outstanding Awards that are not vested shall immediately vest, and all performance conditions associated with Performance Awards shall be deemed satisfied as if target performance was achieved, and shall be settled in cash, shares or a combination thereof, as determined by the Committee, within thirty (30) days following such Change in Control (except to the extent that settlement of the Award must be made pursuant to its original schedule in order to comply with Code Section 409A), notwithstanding that the applicable performance period, retention period or other restrictions and conditions have not been completed or satisfied.

15. **Compliance with Securities Law.**

The grant of Awards and the issuance of shares of Stock pursuant to any Award shall be subject to compliance with all applicable requirements of federal, state and foreign law with respect to such securities and the requirements of any stock exchange or market system upon which the Stock may then be listed. In addition, no Award may be exercised or shares issued pursuant to an Award unless (a) a registration statement under the Securities Act shall at the time of such exercise or issuance be in effect with respect to the shares issuable pursuant to

the Award or (b) in the opinion of legal counsel to the Company, the shares issuable pursuant to the Award may be issued in accordance with the terms of an applicable exemption from the registration requirements of the Securities Act. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance and sale of any shares hereunder shall relieve the Company of any liability in respect of the failure to issue or sell such shares as to which such requisite authority shall not have been obtained. As a condition to issuance of any Stock, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation, and to make any representation or warranty with respect thereto as may be requested by the Company.

16. **Tax Withholding.**

16.1 **Tax Withholding in General.** The Company shall have the right to deduct from any and all payments made under the Plan, or to require the Participant, through payroll withholding, cash payment or otherwise, including by means of a Cashless Exercise or Net Exercise of an Option, to make adequate provision for the federal, state, local and foreign taxes, if any, required by law to be withheld by the Participating Company Group with respect to an Award or the shares acquired pursuant thereto. The Company shall have no obligation to deliver shares of Stock, to release shares of Stock from an escrow established pursuant to an Award Agreement, or to make any payment in cash under the Plan unless the Participating Company Group's tax withholding obligations have been satisfied by the Participant.

16.2 **Withholding in Shares.** The Company shall have the right, but not the obligation, to deduct from the shares of Stock issuable to a Participant upon the exercise or settlement of an Award, or to accept from the Participant the tender of, a number of whole shares of Stock having a Fair Market Value, as determined by the Company, equal to all or any part of the tax withholding obligations of the Participating Company Group. Notwithstanding the foregoing, the Fair Market Value of any shares of Stock withheld or tendered to satisfy any such tax withholding obligations shall not exceed the amount determined by the applicable minimum statutory withholding rates to the extent required to avoid adverse accounting or other consequences to the Company or the Participant.

17. **Amendment or Termination of Plan.**

The Board or the Committee may amend, suspend or terminate the Plan at any time. However, without the approval of the Company's shareholders, there shall be (a) no increase in the maximum aggregate number of shares of Stock that may be issued under the Plan (except by operation of the provisions of Section 4.2), (b) no change in the class of persons eligible to receive Incentive Stock Options, (c) no amendment to Section 5.4(b), and (d) no other amendment of the Plan that would require approval of the Company's shareholders under any applicable law, regulation or rule. Notwithstanding the foregoing, only the Board may amend Section 7 and may do so without the approval of the Company's shareholders. No amendment, suspension or termination of the Plan shall affect any then outstanding Award unless expressly provided by the Board or the Committee. In any event, no amendment, suspension or

termination of the Plan may adversely affect any then outstanding Award without the consent of the Participant unless necessary to comply with any applicable law, regulation or rule.

18. **Miscellaneous Provisions.**

18.1 **Repurchase Rights.** Shares issued under the Plan may be subject to one or more repurchase options, or other conditions and restrictions as determined by the Committee in its discretion at the time the Award is granted. The Company shall have the right to assign at any time any repurchase right it may have, whether or not such right is then exercisable, to one or more persons as may be selected by the Company. Upon request by the Company, each Participant shall execute any agreement evidencing such transfer restrictions prior to the receipt of shares of Stock hereunder, and shall promptly present to the Company any and all certificates representing shares of Stock acquired hereunder for the placement on such certificates of appropriate legends evidencing any such transfer restrictions.

18.2 **Provision of Information.** Each Participant shall be given access to information concerning the Company equivalent to that information generally made available to the Company's common shareholders.

18.3 **Rights as Employee, Consultant or Director.** No person, even though eligible pursuant to Section 5, shall have a right to be selected as a Participant, or, having been so selected, to be selected again as a Participant. Nothing in the Plan or any Award granted under the Plan shall confer on any Participant a right to remain an Employee, Consultant or Director or interfere with or limit in any way any right of a Participating Company to terminate the Participant's Service at any time. To the extent that an Employee of a Participating Company other than the Company receives an Award under the Plan, that Award shall in no event be understood or interpreted to mean that the Company is the Employee's employer or that the Employee has an employment relationship with the Company. A Participant's rights, if any, in respect of or in connection with any Award are derived solely from the discretionary decision of the Company to permit the individual to participate in the Plan and to benefit from a discretionary Award. By accepting an Award under the Plan, a Participant expressly acknowledges that there is no obligation on the part of the Company to continue the Plan and/or grant any additional Awards. Any Award granted hereunder is not intended to be compensation of a continuing or recurring nature, or part of a Participant's normal or expected compensation, and in no way represents any portion of a Participant's salary, compensation, or other remuneration for purposes of pension benefits, severance, redundancy, resignation or any other purpose. The Company and its Parent Corporations and Subsidiary Corporations and Affiliates reserve the right to terminate the Service of any person at any time, and for any reason, subject to applicable laws and such person's written employee agreement (if any), and such terminated person shall be deemed irrevocably to have waived any claim to damages or specific performance for breach of contract or dismissal, compensation for loss of office, tort or otherwise with respect to the Plan or any outstanding Award that is forfeited and/or is terminated by its terms or to any future Award.

18.4 **Rights as a Shareholder.** A Participant shall have no rights as a shareholder with respect to any shares covered by an Award until the date of the issuance of such shares (as

evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, distributions or other rights for which the record date is prior to the date such shares are issued, except as provided in another provision of the Plan.

18.5 **Fractional Shares.** The Company shall not be required to issue fractional shares upon the exercise or settlement of any Award.

18.6 **Severability.** If any one or more of the provisions (or any part thereof) of this Plan shall be held invalid, illegal or unenforceable in any respect, such provision shall be modified so as to make it valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions (or any part thereof) of the Plan shall not in any way be affected or impaired thereby.

18.7 **Unfunded Obligation.** Participants shall have the status of general unsecured creditors of the Company. Any amounts payable to Participants pursuant to the Plan shall be unfunded and unsecured obligations for all purposes, including, without limitation, Title I of the Employee Retirement Income Security Act of 1974. No Participating Company shall be required to segregate any monies from its general funds, or to create any trusts, or establish any special accounts with respect to such obligations. The Company shall retain at all times beneficial ownership of any investments, including trust investments, that the Company may make to fulfill its payment obligations hereunder. Any investments or the creation or maintenance of any trust or any Participant account shall not create or constitute a trust or fiduciary relationship between the Committee or any Participating Company and a Participant, or otherwise create any vested or beneficial interest in any Participant or the Participant's creditors in any assets of any Participating Company. The Participants shall have no claim against any Participating Company for any changes in the value of any assets that may be invested or reinvested by the Company with respect to the Plan. Each Participating Company shall be responsible for making benefit payments pursuant to the Plan on behalf of its Participants or for reimbursing the Company for the cost of such payments, as determined by the Company in its sole discretion. In the event the respective Participating Company fails to make such payment or reimbursement, a Participant's (or other individual's) sole recourse shall be against the respective Participating Company, and not against the Company. A Participant's acceptance of an Award pursuant to the Plan shall constitute agreement with this provision.

18.8 **Choice of Law.** Except to the extent governed by applicable federal law, the validity, interpretation, construction and performance of the Plan and each Award Agreement shall be governed by the laws of the State of California, without regard to its conflict of law rules.

18.9 **Section 409A of the Code.** Notwithstanding anything to the contrary in the Plan, to the extent (i) any Award payable in connection with a Participant's Separation from Service constitutes deferred compensation subject to (and not exempt from) Section 409A of the Code and (ii) the Participant is deemed at the time of such separation to be a "specified employee" under Section 409A of the Code and the Treasury regulations thereunder, then payment shall not be made or commence until the earlier of (i) six (6) months after such Separation from Service or

(ii) the date of the Participant's death following such Separation from Service; provided, however, that such delay shall only be effected to the extent required to avoid adverse tax treatment to the Participant, including (without limitation) the additional twenty percent (20%) tax for which the Participant would otherwise be liable under Section 409A(a)(1)(B) of the Code in the absence of such delay. Upon the expiration of the applicable delay period, any payment that would have otherwise been paid during that period (whether in a single sum or in installments) in the absence of this paragraph shall be paid to the Participant or the Participant's beneficiary in one lump sum on the first business day immediately following such delay and any undelayed payments will be paid in accordance with their normal terms. Each Award is intended to comply with or be exempt from the provisions of Section 409A of the Code and shall be interpreted in a manner consistent therewith. The Committee may in its sole discretion (but without any obligation to do so) amend the terms of any Award to the extent it determines necessary to comply with Section 409A of the Code. Each payment under this Plan is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury regulations. In no event will a Participating Company have any obligation or liability under the terms of this Plan to reimburse, indemnify, or hold harmless any Participant or any other person in respect of Awards, for any taxes, interest or penalties imposed, or other costs incurred, as a result of Section 409A of the Code.

18.10 Restrictions on Transfer. No Award and no shares of Stock that have not been issued or as to which any applicable restriction, performance or deferral period has not lapsed, may be sold, assigned, transferred, pledged or otherwise encumbered, other than by will or the laws of decent and distribution, and such Awards may be exercised during the life of the Participant only by the Participant or the Participant's guardian or legal representative. Notwithstanding the foregoing, to the extent permitted by the Committee, in its discretion, and set forth in the applicable Award Agreement, an Award shall be assignable or transferrable to a "family member" or other permitted transferee to the extent covered under a Form S-8 Registration Statement under the Securities Act.

**PG&E CORPORATION
2021 LONG-TERM INCENTIVE PLAN**

RESTRICTED STOCK UNIT AWARD – NON-EMPLOYEE DIRECTORS

PG&E CORPORATION, a California corporation, hereby grants Restricted Stock Units to the Recipient named below. The Restricted Stock Units have been granted under the PG&E Corporation 2021 Long-Term Incentive Plan (the “LTIP”). The terms and conditions of the Restricted Stock Units are set forth in this cover sheet and in the attached Restricted Stock Unit Agreement (the “Agreement”).

Date of Grant: May 22, 2025

Name of Recipient: <First_Name> <Last_Name>

Award ID Number: <Award_Id>

Number of Restricted Stock Units: <shares_awarded>

By accepting this award, you agree to all of the terms and conditions described in the attached Agreement. You and PG&E Corporation agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of the attached Agreement. You are also acknowledging receipt of this award, the attached Agreement, and a copy of the prospectus describing the May 22, 2025 Equity Awards for Non-Employee Directors Under the PG&E Corporation 2021 LTIP, dated May 22, 2025.

Attachment

**PG&E CORPORATION
2021 LONG-TERM INCENTIVE PLAN**

RESTRICTED STOCK UNIT AGREEMENT FOR NON-EMPLOYEE DIRECTORS

The LTIP and Other Agreements	This Agreement and the above cover sheet constitute the entire understanding between you and PG&E Corporation regarding the Restricted Stock Units, subject to the terms of the LTIP. Any prior agreements, commitments, or negotiations are superseded. In the event of any conflict or inconsistency between the provisions of this Agreement or the above cover sheet and the LTIP, the LTIP will govern. Capitalized terms that are not defined in this Agreement or the above cover sheet are defined in the LTIP.
Grant of Restricted Stock Units	PG&E Corporation grants you the number of Restricted Stock Units shown on the cover sheet of this Agreement. The Restricted Stock Units are subject to the terms and conditions of this Agreement and the LTIP.
Vesting of Restricted Stock Units	In general, provided that you have not had a Separation from Service, your Restricted Stock Units will vest on the earlier of (i) the first anniversary of the Date of Grant shown on the cover sheet to this Agreement or (ii) the last day of the director's elected term (the "Normal Vesting Date"). As set forth elsewhere in this Agreement, the Restricted Stock Units may vest earlier upon the occurrence of certain events.
Dividends	Your Restricted Stock Unit account will be credited quarterly on each dividend payment date with additional Restricted Stock Units (including fractions computed to three decimal places), determined by dividing (1) the amount of cash dividends paid on the number of shares of PG&E Corporation common stock represented by the Restricted Stock Units previously credited to your Restricted Stock Unit account by (2) the Fair Market Value of a share of PG&E Corporation common stock on the dividend payment date. Such additional Restricted Stock Units will be subject to the same terms and conditions and will be settled in the same manner and at the same time as the Restricted Stock Units covered by this Agreement.
Settlement	Vested Restricted Stock Units will be settled in an equal number of shares of PG&E Corporation common stock (a "Share"), rounded down to the nearest whole Share. PG&E Corporation will issue Shares in settlement of vested Restricted Stock Units upon the earliest of (1) the first anniversary of the Date of Grant (the "Normal Settlement Date"), (2) your Disability (as defined under Section 409A of the Code), (3) your death, or (4) your Separation from Service following a Change in Control (subject to earlier settlement pursuant to Change in Control provisions below). However, if you previously made a timely, valid deferral election to receive Shares in settlement of vested Restricted Stock Units after the Normal Settlement Date (commencing in January of a year following the Normal Settlement Date), then settlement will be according to the terms of your election and the LTIP, unless settled earlier in a lump sum as set forth in the LTIP upon occurrence of any of the events listed in sections (2) – (4) above.

Further, if pursuant to any such deferral election you begin receiving any annual installments, then upon the subsequent occurrence of any of the events listed in sections (2) – (4) above, any unpaid installments will be settled in a lump sum upon occurrence of the event, except to the extent that such acceleration would result in taxation under Section 409A of the Code.

Separation of Service

If you have a Separation from Service, whether voluntarily or involuntarily, before the Normal Vesting Date, all Restricted Stock Units subject to this Agreement that have not vested on account of your death, Disability (within the meaning of Section 409A of the Code), or following a Change in Control (as provided below), will be automatically cancelled and forfeited; provided, however, that if you have a Separation from Service due to a pending Disability determination, forfeiture will not occur until a finding that such Disability has not occurred.

Death/Disability

In the event of your Disability (as defined in Section 409A of the Code) or death, all Restricted Stock Units credited to your account under this Agreement will immediately become fully vested and be settled in accordance with the settlement provisions described above.

Change in Control

In the event of a Change in Control, the surviving, continuing, successor, or purchasing corporation or other business entity or parent thereof, as the case may be (the “Acquiror”), may, without your consent, either assume or continue the PG&E Corporation’s rights and obligations under outstanding Restricted Stock Units or substitute for such Restricted Stock Units substantially equivalent awards covering the Acquiror’s stock. Restricted Stock Units that are assumed or continued in connection with a Change in Control shall be subject to such additional accelerated vesting and/or exercisability, or lapse of restrictions in connection with your termination of Service in connection with the Change in Control as the People and Compensation Committee or Board may determine, if any.

In the event of a Change in Control in which Restricted Stock Units are not assumed or continued, your then-outstanding Restricted Stock Units that are not vested shall immediately vest and shall be settled in cash, shares or a combination thereof, as determined by the People and Compensation Committee, within thirty (30) days following such Change in Control (except to the extent that settlement of the Restricted Stock Unit must be made pursuant to its original schedule in order to comply with Code Section 409A), notwithstanding that the applicable retention period or other restrictions and conditions have not been completed or satisfied.

Delay	PG&E Corporation will delay the issuance of any Shares to the extent it is necessary to comply with Section 409A(a)(2)(B)(i) of the Code (relating to payments made to certain “key employees” of certain publicly traded companies); in such event, any Shares to which you would otherwise be entitled during the six (6) month period following the date of your Separation from Service (or shorter period ending on the date of your death following such Separation from Service) will instead be issued on the first business day following the expiration of the applicable delay period.
Withholding Taxes	PG&E Corporation generally will not be required to withhold taxes on taxable income recognized by you upon settlement of your Restricted Stock Units. However, any taxes that are required to be withheld will be payable by you in cash, by check, or through deductions from your compensation. Also, the Board may, in its discretion and subject to such restrictions as the Board may impose, permit you to satisfy such tax withholding obligations by electing to have PG&E Corporation withhold otherwise deliverable Shares having a fair market value equal to the amount that would be required to be withheld.
Voting and Other Rights	You will not have voting rights with respect to the Restricted Stock Units until the date the underlying Shares are issued (as evidenced by appropriate entry on the books of PG&E Corporation or its duly authorized transfer agent).
Applicable Law	This Agreement will be interpreted and enforced under the laws of the State of California.

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECURITIES AND EXCHANGE COMMISSION RULE 13a-14(a)

I, Patricia K. Poppe, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 of PG&E Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2025

/s/ PATRICIA K. POPPE

Patricia K. Poppe
Chief Executive Officer

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECURITIES AND EXCHANGE COMMISSION RULE 13a-14(a)

I, Carolyn J. Burke, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 of PG&E Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2025

/s/ CAROLYN J. BURKE

Carolyn J. Burke

Executive Vice President and Chief Financial Officer

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECURITIES AND EXCHANGE COMMISSION RULE 13a-14(a)

I, Sumeet Singh, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 of Pacific Gas and Electric Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2025

/s/ SUMEET SINGH

Sumeet Singh

Executive Vice President, Operations and Chief Operating Officer

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECURITIES AND EXCHANGE COMMISSION RULE 13a-14(a)

I, Marlene M. Santos, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 of Pacific Gas and Electric Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2025

/s/ MARLENE M. SANTOS

Marlene M. Santos

Executive Vice President and Chief Customer and Enterprise Solutions Officer

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECURITIES AND EXCHANGE COMMISSION RULE 13a-14(a)

I, Jason M. Glickman, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 of Pacific Gas and Electric Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2025

/s/ JASON M. GLICKMAN

Jason M. Glickman

Executive Vice President, Engineering, Planning and Strategy

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECURITIES AND EXCHANGE COMMISSION RULE 13a-14(a)

I, Stephanie N. Williams, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 of Pacific Gas and Electric Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2025

/s/ STEPHANIE N. WILLIAMS

Stephanie N. Williams

Vice President, Chief Financial Officer and Controller

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350**

In connection with the accompanying Quarterly Report on Form 10-Q of PG&E Corporation for the quarter ended June 30, 2025 ("Form 10-Q"), I, Patricia K. Poppe, Chief Executive Officer of PG&E Corporation, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge and belief, that:

- (1) the Form 10-Q fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of PG&E Corporation.

/s/ PATRICIA K. POPPE

Patricia K. Poppe
Chief Executive Officer

July 30, 2025

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350**

In connection with the accompanying Quarterly Report on Form 10-Q of PG&E Corporation for the quarter ended June 30, 2025 ("Form 10-Q"), I, Carolyn J. Burke, Executive Vice President and Chief Financial Officer of PG&E Corporation, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge and belief, that:

- (1) the Form 10-Q fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of PG&E Corporation.

/s/ CAROLYN J. BURKE

Carolyn J. Burke

Executive Vice President and Chief Financial Officer

July 30, 2025

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350**

In connection with the accompanying Quarterly Report on Form 10-Q of Pacific Gas and Electric Company for the quarter ended June 30, 2025 ("Form 10-Q"), I, Sumeet Singh, Executive Vice President, Operations and Chief Operating Officer of Pacific Gas and Electric Company, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge and belief, that:

- (1) the Form 10-Q fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Pacific Gas and Electric Company.

/s/ SUMEET SINGH

Sumeet Singh

Executive Vice President, Operations and Chief Operating Officer

July 30, 2025

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350**

In connection with the accompanying Quarterly Report on Form 10-Q of Pacific Gas and Electric Company for the quarter ended June 30, 2025 ("Form 10-Q"), I, Marlene M. Santos, Executive Vice President and Chief Customer and Enterprise Solutions Officer of Pacific Gas and Electric Company, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge and belief, that:

- (1) the Form 10-Q fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Pacific Gas and Electric Company.

/s/ MARLENE M. SANTOS

Marlene M. Santos

Executive Vice President and Chief Customer and Enterprise Solutions Officer

July 30, 2025

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350**

In connection with the accompanying Quarterly Report on Form 10-Q of Pacific Gas and Electric Company for the quarter ended June 30, 2025 (“Form 10-Q”), I, Jason M. Glickman, Executive Vice President, Engineering, Planning and Strategy of Pacific Gas and Electric Company, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge and belief, that:

- (1) the Form 10-Q fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Pacific Gas and Electric Company.

/s/ JASON M. GLICKMAN

Jason M. Glickman

Executive Vice President, Engineering, Planning and Strategy

July 30, 2025

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350**

In connection with the accompanying Quarterly Report on Form 10-Q of Pacific Gas and Electric Company for the quarter ended June 30, 2025 (“Form 10-Q”), I, Stephanie N. Williams, Vice President, Chief Financial Officer and Controller of Pacific Gas and Electric Company, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge and belief, that:

- (1) the Form 10-Q fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Pacific Gas and Electric Company.

/s/ STEPHANIE N. WILLIAMS

Stephanie N. Williams

Vice President, Chief Financial Officer and Controller

July 30, 2025