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April 20, 2018

**ADVICE 3790-E  
(U 338-E)**

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA  
ENERGY DIVISION

**SUBJECT:** Request to (1) Update Southern California Edison Company's Enhanced Community Renewable Auction Mechanism Power Purchase Agreement , (2) Update Request For Offer Instructions for the CR-RAM 4 Solicitation and (3) Make other Modifications to SCE's Green Tariff Shared Renewables Program Pursuant to Decision 16-05-006

**PURPOSE**

In compliance with Ordering Paragraph ("OP") 1 of the California Public Utilities Commission's ("Commission" or "CPUC") Decision ("D.") 16-05-006 issued on May 19, 2016,<sup>1</sup> Southern California Edison Company ("SCE") respectfully submits this Advice Letter ("AL") for approval to update its Enhanced Community Renewable Auction Mechanism ("CR-RAM") Power Purchase Agreement ("PPA") and Request for Offer ("RFO") Instructions as part of the CR-RAM 4 solicitation.

SCE hereby submits this AL requesting approval of the following documents for use in its CR-RAM procurement process: (1) the CR-RAM RFO pro forma standard PPA with CR-RAM Rider;<sup>2</sup> and (2) the CR-RAM RFO Instructions. These documents incorporate

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<sup>1</sup> D.16-05-006, p. 41.

<sup>2</sup> Note that SCE plans to file a subsequent advice letter to comply with D.16-05-006, OP 5, which requires SCE to file an advice letter with revisions to its CR-RAM rider within 30 days if the California Independent System Operator ("CAISO") expands eligibility in the market to sub-500 kilowatt ("kW") projects. The Federal Energy Regulatory Commission ("FERC") approved CAISO's eligibility expansion plans on June 2, 2016. See June 2, 2016 FERC "Order Accepting Proposed Tariff Revisions Subject to Condition" (Docket No. ER16-1085-000).

proposed modifications to SCE's standard Renewable Auction Mechanism ("RAM") PPA and RFO instructions needed to accommodate Green Tariff Shared Renewables ("GTSR") procurement through CR-RAM. This AL filing contains the attachments listed below.

Attachment A: Redline of CR-RAM RFO Instructions

Attachment B: Redline of CR-RAM Rider (DERS)

Attachment C: Redline of CR-RAM Rider (non-DERS)

Attachment D: Clean copy of the CR-RAM RFO Instructions

Attachment E: Clean copy of CR-RAM Rider (DERs)

Attachment F: Clean copy of CR-RAM Rider (non-DERs)

## **BACKGROUND**

On February 2, 2015, the Commission issued D.15-01-051 ordering the IOUs<sup>3</sup> to begin advance procurement for the GTSR program.<sup>4</sup> D.15-01-051 ordered the IOUs to use RAM or the Renewable Market Adjusting Tariff ("ReMAT") for this advanced procurement and to have advanced procurement under contract within one year following the issuance of D.15-01-051.<sup>5</sup>

Following the sixth RAM auction ("RAM 6"), SCE incorporated the RAM procurement tool into its annual Renewables Portfolio Standard ("RPS") solicitation as the "Standard Contract Option." The Commission approved this approach in D.14-11-042 and D.15-12-025.<sup>6</sup> In addition, in accordance with its tariff and prior Commission decisions, SCE launched its first solicitation for Enhanced Community Renewables ("ECR") projects between 0.5 megawatts ("MW") and 3 MW using the ECR Market Adjusting Tariff ("ECR-MAT").

D.16-05-006, which is the culmination of Phase IV of the proceeding concerning Applications 12-01-008, 12-04-020, and 14-01-007, refines GTSR Program rules

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<sup>3</sup> Hereinafter, SCE, Pacific Gas and Electric Company ("PG&E"), and San Diego Gas and Electric Company ("SDG&E") are collectively referred to as the "IOUs."

<sup>4</sup> D.15-01-051, at p. 27, OP 8, at p. 181.

<sup>5</sup> D.15-01-051, at p. 27, Conclusion of Law 7, at p. 173, OP 8, at p. 181. SCE requested and received an extension of the advance procurement deadline to August 2, 2016, under Rule 16.6 of the Commission's Rules of Practice and Procedure.

<sup>6</sup> D.14-11-042 at OP 30 and D.15-12-025 at OP 1.

adopted in D.15-01-051. Among other things, D.16-05-006 allows ECR<sup>7</sup> projects between 500 kW and 20 MW and ECR-Environmental Justice (“EJ”) projects between 500 kW and 1 MW to participate in newly required solicitations using the RAM tool.<sup>8</sup> D.16-05-006 also indicates that use of the ReMAT tool to procure ECR projects is no longer required, but each IOU may use the ReMAT tool at its discretion.<sup>9</sup>

On June 15, 2016, SCE submitted AL 3422-E, which among other things proposed to establish a new CR-RAM procurement mechanism for the GTSR program and end SCE’s use of ECR-MAT as the procurement tool for ECR. AL 3422-E was approved by the Commission on July 15, 2016.<sup>10</sup> SCE requested to make clarifying and conforming changes to its CR-RAM PPA and RFO Instructions, which became effective on September 25, 2016. CR-RAM PPA and RFO Instructions, which became effective on September 25, 2016.

On July 17, 2017, the Commission issued D.17-07-007 to modify D.15-01-051 to replace the securities opinion requirement with a three-part standard, and to direct the IOUs to update their CR-RAM riders with the new securities opinion requirements.<sup>11</sup> Pursuant to D.17-07-007, on July 28, 2017, SCE submitted Advice 3638-E to incorporate modifications to SCE’s CR-RAM Rider and Amendment to the RAM PPA.

SCE files this AL requesting modifications to the SCE CR-RAM RFO instructions and CR-RAM PPA with CR-RAM Rider with the intent that these modifications will apply to SCE’s CR-RAM RFO 4.

### **PROPOSED POWER PURCHASE AGREEMENT (PPA) MODIFICATIONS**

In CR-RAM 4, SCE proposes modifying the calculation of Seller’s Payment in the event that the Minimum Subscription Requirement is not met. The proposed modification removes the Product Payment Allocation Factor from being applied to the Default Load Aggregation Point (“DLAP”) Price component of the Unsubscribed Product Price. The Product Payment Allocation Factor is a proxy multiplier to compensate for daily variations in prices. The DLAP Price varies throughout the day reflecting market conditions. Therefore, the DLAP Price inherently reflects the market variation concept for which the Product Payment Allocation Factor is a proxy, and it is not necessary to further apply the Product Payment Allocation Factor to this price, as doing so would result in overcompensating for daily price fluctuations. The Product Payment Allocation Factor is still applied to the Subscribed Energy Price.

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<sup>7</sup> SCE refers to this program as “Community Renewables,” but uses the term ECR herein to be consistent with the Joint Procurement Implementation Advice Letter (“JPIAL”) (AL 3218-E and AL 3218-E-A). The JPIAL includes the joint investor-owned utilities’ proposed ECR Rider to the ReMAT PPA, which was approved with modifications in Resolution E-4734.

<sup>8</sup> D.16-05-006 at p. 12.

<sup>9</sup> *Id.*

<sup>10</sup> CPUC Approval for AL 3422-E.

<sup>11</sup> D.17-07-007 at OP 2.

SCE made other changes that are clerical in nature to reflect SCE's updated 2017 RPS pro forma and do not materially affect the obligations or potential liability of SCE or the Offerors.

### **PROPOSED MODIFICATIONS TO RFO INSTRUCTIONS**

SCE made the following modifications to the RFO Instructions:

- Performance Assurance is updated to reflect Seller's payments and SCE's exposure;
- SCE is no longer required to provide an executable PPA unless Community Interest is demonstrated; and
- The methodology and process for submitting Seller's demonstration of Community Interest is clarified.

Other changes were made that are clerical in nature or add clarity. These changes do not materially affect the obligations or potential liability of SCE or the Offerors.

### **REQUEST FOR COMMISSION APPROVAL**

To launch procurement CR-RAM 4 using the modifications proposed in this advice letter, SCE respectfully requests that the Commission approve the modifications set forth above and in the attachments 30 days after the submission date.

### **TIER DESIGNATION**

Pursuant to General Order ("GO") 96-B, Energy Industry Rule 5.2, this advice letter is submitted with a Tier 2 designation (effective after 30 days).

### **EFFECTIVE DATE**

This advice letter will become effective on May 20, 2018, the 30th calendar day after the date filed.

### **NOTICE**

Anyone wishing to protest this advice letter may do so by letter via U.S. Mail, facsimile, or electronically, any of which must be received by the Energy Division and SCE no later than 20 days after the date of this advice letter. Protests should be mailed to:

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, California 94102  
E-mail: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

In addition, protests and all other correspondence regarding this advice letter should also be sent by letter and transmitted via facsimile or electronically to the attention of:

Gary A. Stern, Ph.D.  
Managing Director, State Regulatory Operations  
Southern California Edison Company  
8631 Rush Street  
Rosemead, California 91770  
Telephone: (626) 302-9645  
Facsimile: (626) 302-6396  
E-mail: [AdviceTariffManager@sce.com](mailto:AdviceTariffManager@sce.com)

Laura Genao  
Managing Director, Regulatory Affairs  
c/o Karyn Gansecki  
601 Van Ness Avenue, Suite 2030  
San Francisco, California 94102  
Facsimile: (415) 929-5544  
E-mail: [Karyn.Gansecki@sce.com](mailto:Karyn.Gansecki@sce.com)

With a copy to:

Vivian Le  
Research Attorney  
Southern California Edison Company  
2244 Walnut Grove Avenue  
PO Box 800,3rd Floor  
Rosemead, California 91770  
Facsimile: (626) 302-6093  
E-mail: [Vivian.Le@sce.com](mailto:Vivian.Le@sce.com)

There are no restrictions on who may file a protest, but the protest shall set forth specifically the grounds upon which it is based and shall be submitted expeditiously.

In accordance with Section 4 of GO 96-B, SCE is furnishing copies of this advice letter to the interested parties shown on the attached GO 96-B and R.15-02-020 service lists. Address change requests to the GO 96-B service list should be directed to [AdviceTariffManager@sce.com](mailto:AdviceTariffManager@sce.com) or at (626) 302-4039. For changes to any other service list, please contact the Commission's Process Office at (415) 703-2021 or at [ProcessOffice@cpuc.ca.gov](mailto:ProcessOffice@cpuc.ca.gov).

Further, in accordance with Public Utilities Code Section 491, notice to the public is hereby given by filing and keeping the Advice Letter at SCE's corporate headquarters. To view other SCE advice letters filed with the Commission, log on to SCE's web site at <http://www.sce.com/wps/portal/home/regulatory/advice-letters>.

All questions concerning this Advice Letter should be directed to David LeBlond at (626) 302-9443 or by electronic mail at [David.LeBlond@sce.com](mailto:David.LeBlond@sce.com).

**Southern California Edison Company**

/s/ Gary A. Stern, Ph.D.  
Gary A. Stern, Ph.D.

GAS:dl:jm  
Enclosures

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## ADVICE LETTER FILING SUMMARY ENERGY UTILITY

MUST BE COMPLETED BY UTILITY (Attach additional pages as needed)

Company name/CPUC Utility No.: Southern California Edison Company (U 338-E)

Utility type:

ELC       GAS  
 PLC       HEAT       WATER

Contact Person: Darrah Morgan

Phone #: (626) 302-2086

E-mail: [Darrah.Morgan@sce.com](mailto:Darrah.Morgan@sce.com)

E-mail Disposition Notice to: [AdviceTariffManager@sce.com](mailto:AdviceTariffManager@sce.com)

EXPLANATION OF UTILITY TYPE

ELC = Electric      GAS = Gas  
 PLC = Pipeline      HEAT = Heat      WATER = Water

(Date Filed/ Received Stamp by CPUC)

Advice Letter (AL) #: 3790-E

Tier Designation: 2

Subject of AL:

Request to (1) Update Southern California Edison Company's Enhanced Community Renewable Auction Mechanism Power Purchase Agreement, (2) Update Request For Offer Instructions for the CR-RAM 4 Solicitation and (3) Make other Modifications to SCE's Green Tariff Shared Renewables Program Pursuant to Decision 16-05-006

Keywords (choose from CPUC listing): Compliance, Agreement, Procurement

AL filing type:  Monthly  Quarterly  Annual  One-Time  Other \_\_\_\_\_

If AL filed in compliance with a Commission order, indicate relevant Decision/Resolution #:

Decision 16-05-006

Does AL replace a withdrawn or rejected AL? If so, identify the prior AL: \_\_\_\_\_

Summarize differences between the AL and the prior withdrawn or rejected AL: \_\_\_\_\_

Confidential treatment requested?  Yes  No

If yes, specification of confidential information:

Confidential information will be made available to appropriate parties who execute a nondisclosure agreement.

Name and contact information to request nondisclosure agreement/access to confidential information: \_\_\_\_\_

Resolution Required?  Yes  No

Requested effective date: 5/20/18      No. of tariff sheets: -0-

Estimated system annual revenue effect (%): \_\_\_\_\_

Estimated system average rate effect (%): \_\_\_\_\_

When rates are affected by AL, include attachment in AL showing average rate effects on customer classes (residential, small commercial, large C/I, agricultural, lighting).

Tariff schedules affected: None

Service affected and changes proposed<sup>1</sup>: \_\_\_\_\_

Pending advice letters that revise the same tariff sheets: None

<sup>1</sup> Discuss in AL if more space is needed.

**Protests and all other correspondence regarding this AL are due no later 20 days after the date of this filing, unless otherwise authorized by the Commission, and shall be sent to:**

CPUC, Energy Division  
Attention: Tariff Unit  
505 Van Ness Avenue  
San Francisco, California 94102  
E-mail: [EDTariffUnit@cpuc.ca.gov](mailto:EDTariffUnit@cpuc.ca.gov)

Gary A. Stern, Ph.D.  
Managing Director, State Regulatory Operations  
Southern California Edison Company  
8631 Rush Street  
Rosemead, California 91770  
Telephone: (626) 302-9645  
Facsimile: (626) 302-6396  
E-mail: [AdviceTariffManager@sce.com](mailto:AdviceTariffManager@sce.com)

Laura Genao  
Managing Director, State Regulatory Affairs  
c/o Karyn Gansecki  
Southern California Edison Company  
601 Van Ness Avenue, Suite 2030  
San Francisco, California 94102  
Facsimile: (415) 929-5544  
E-mail: [Karyn.Gansecki@sce.com](mailto:Karyn.Gansecki@sce.com)

With a copy to:

Vivian Le  
Research Attorney  
Southern California Edison Company  
2244 Walnut Grove Avenue  
PO Box 800,3rd Floor  
Rosemead, California 91770  
Facsimile: (626) 302-6093  
E-mail: [Vivian.Le@sce.com](mailto:Vivian.Le@sce.com)



**Attachment A**

**Redline of CR-RAM RFO Instructions**



SOUTHERN CALIFORNIA  
**EDISON**<sup>®</sup>

An *EDISON INTERNATIONAL*<sup>®</sup> Company

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**SCE GREEN TARIFF SHARED  
RENEWABLES-ENHANCED  
COMMUNITY RENEWABLES  
RENEWABLE  
AUCTION MECHANISM  
("CR-RAM ~~3~~4") PROGRAM**

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**REQUEST FOR OFFERS**

for

**Renewable Energy from Generating Facilities  
that qualify as Community Renewables or Community  
Renewables-Environmental Justice Projects**

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*RFO ~~Participant~~ Instructions*

*~~TBD, 2017~~2018*

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DER AND AMENDMENT TO THE PRO FORMA RENEWABLE POWER PURCHASE  
AGREEMENT
- B. .... PR  
O FORMA RENEWABLE POWER PURCHASE AGREEMENT

The above documents may be located and downloaded from the CR-RAM 34 RFO Website which may be found here:

<https://seeram.accionpower.com><https://www.sce.com/wps/portal/home/procurement/solicitations/cr-ram><sup>1</sup>

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<sup>1</sup> All references to the “CR-RAM Website” or the “Website” herein refer to this website location.

## ARTICLE ONE. GENERAL INFORMATION

### 1.01 Introduction

As part of the Green Tariff Shared Renewables (“GTSR”) Enhanced Community Renewables and Enhanced Community Renewables-Environmental Justice program as set forth in California Public Utilities Commission (“CPUC”) decisions D.15-01-~~051~~ and ~~051~~, D.16-05-006 and D.17-07-007 (the “Decisions”), Southern California Edison (“SCE”) is issuing its ~~third~~ fourth Enhanced Community Renewables-Renewable Auction Mechanism (“CR-RAM”) Request for Offers (the “RFO”, the “CR-RAM 34 RFO”, or “CR-RAM”) <sup>2</sup> to solicit offers (“Offers”) from owners (“Offerors” or “Sellers”) of Generating Facilities that are newly constructed Eligible Renewable Energy Resources (“ERR”) and are capable of qualifying as an Enhanced Community Renewables (“CR”) project or an Enhanced Community Renewables-Environmental Justice (“EJ”) project to supply Product in accordance with a standard Renewable Power Purchase Agreement and CR-Rider and Amendment (together, the “CR-RAM PPA”) for execution in accordance with these CR-RAM 34 RFO Participant Instructions (“CR-RAM 34 RFO Instructions” or “RFO Instructions”). Capitalized terms used in these RFO Instructions, but not otherwise defined herein have the meanings set forth in the CR-RAM PPA, the California Independent System Operator (“CAISO”) tariff, or the Decisions.

The purpose of these RFO Instructions is to:

- (a) Describe the Product SCE is soliciting;
- (b) Set forth the requirements of each Offer submission, including waivers, representations, warranties, and covenants deemed made for all purposes as part of the Offer submission;
- (c) Describe the methods that SCE uses to evaluate each Offer;
- (d) Document the rights that SCE reserves for itself with regard to the CR-RAM 34 RFO; and
- (e) Describe the time frame for the CR-RAM 34 RFO.

These RFO Instructions and Associated Documents<sup>3</sup> are available on the CR-RAM Website.

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<sup>2</sup> CPUC D.16-05-006 at 18-19, 41 (Ordering Paragraph 1).

<sup>3</sup> A List of Associated Documents is found on page (iv) of these RFO Instructions.

1.02 Definition of the Product Solicited

- (a) Bundled Energy Product. Product qualifying as Portfolio Content Category 1 (“Category 1” or “Category 1 Product”),<sup>4</sup> which includes all electric energy produced by a newly constructed ERR Generating Facility throughout the Delivery Term of the Final Agreement (as defined below), net of Station Use; all Green Attributes; all Capacity Attributes, and all Resource Adequacy Benefits; generated by, associated with, or attributable to the output of the ERR Generating Facility throughout the Delivery Term of the Final Agreement, whether such credits or other attributes exist at the time a Final Agreement is executed or are created after the Final Agreement is executed.
- (b) As used herein, the term “Final Agreement” refers to any final agreement for the purchase of Product executed by SCE and Seller as a result of the CR-RAM ~~34~~ RFO.

1.03 Basic Terms and Conditions

- (a) SCE will accept multiple flat price Offers for the same Project (*e.g.*, flat pricing for the same Project; ten (10)-year vs. fifteen (15)-year Delivery Terms for the same Project; *etc.*). Multiple Offers for the same Project shall be considered mutually exclusive.
- (b) Seller must Offer a Commercial Operation Date commencing on the first day of a calendar month.
- (c) Sellers may submit a maximum of eight (8) Offer variations for each Project. However, at least one of the Offers must be a ten (10) year term.
- (d) Sellers must convey to SCE the Product.
- (e) Prior to the Delivery Term of the Final Agreement, Sellers may only deliver energy, capacity or other attributes of the ERR Generating Facility to the CAISO Market for purposes of commissioning and testing.
- (f) With respect to any Project, SCE WILL NOT ACCEPT OFFERS TO DELIVER PRODUCT AT THE PROJECT’S BUSBAR.
- (g) Sellers must Offer Product from ERR Generating Facilities that possess: (1) a completed Phase II Interconnection Study or equivalent,<sup>5</sup> (2) a

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<sup>4</sup> In accordance with Public Utilities Code Section 399.16(b)(1) and D.11-12-052.

<sup>5</sup> For Projects that are utilizing the interconnection study fast track process, SCE will accept either: (1) written evidence from SCE’s Grid Interconnection Department that the ERR Generating Facility has passed all fast track screens and no further studies are required; or (2) a completed System Impact Study and Facilities Study (or evidence from Grid Interconnection that the Facilities Study was waived); or (3) a signed interconnection agreement.

signed generator interconnection agreement (“GIA”), or (3) an equivalent or better interconnection study, agreement, process, or exemption.

The interconnection study or agreement (1) must be in the same name as the Seller under the CR-RAM PPA, or (2) the Seller must demonstrate, to SCE’s reasonable satisfaction, that Seller has exclusive rights to the interconnection agreement by means of an unconditional assignment.

- (h) Seller, each Offer, and each Project offered must satisfy all eligibility criteria set forth in these RFO Instructions.
- (i) SCE requires Seller to obtain CEC “pre-certification” as an ERR prior to the Commercial Operation Date. SCE encourages Generating Facilities to seek “pre-certification” as an ERR by the California Energy Commission (“CEC”) prior to submittal of Offers.
- (j) Sub 500 kW projects that are aggregated to greater than 500 kW are potentially eligible, provided, in addition to all other requirements herein, such projects satisfy all CAISO Tariff requirements and:
  - (i) The Project must be composed of distributed energy resources (“DERs”).
  - (ii) Seller must be a distributed energy resource provider (“DERP”);
  - (iii) Every DER project must electrically connected to a common PNode;
  - (iv) Each DER project must execute a distributed energy resource provider agreement (“DERA”) with the CAISO;
  - (v) DER projects must aggregate to a minimum of 500 kW as a DERA; and
  - (vi) DERs and/or DERAs must be Qualifying Facilities based on FERC requirements.
- (k) Throughout the Delivery Term, the Seller shall ensure that the Project complies with the requirements of the California Air Resources Board’s Voluntary Renewable Electricity Program and Seller shall provide Buyer with all documents necessary to enable Buyer to retire greenhouse gas allowances on behalf of Customers in compliance with the Voluntary Renewable Electricity Program.
- (l) SCE will host a webinar to discuss the CR-RAM [34](#) RFO process with participants. Information on how to attend the conference will be made available on the CR-RAM Website.
- (m) SCE will only consider Offers that are substantially complete and include all of the applicable information, representations, warranties, and



covenants as set forth in these RFO Instructions and/or the on-line application Sellers are required to complete (the “Offer Form”).

- (n) SCE encourages Offers for Projects connecting electrically to a circuit, load, or substation within the Goleta Area. The “Goleta Area” is defined as the 66 kV subtransmission and underlying lower voltage distribution facilities within the Goleta 220/66 System.
- (o) SCE encourages Diverse Business Enterprises to participate in the CR-RAM 34 RFO. Information on SCE’s Supplier Diversity Program can be found on the following SCE website: [www.sce.com/sd](http://www.sce.com/sd).

CPUC General Order (“GO”) 156 (<http://www.cpuc.ca.gov/PUC/documents/go.htm>) sets the rules governing, among other things, goals, annual reporting and annual planning in the development of programs to increase participation of Diverse Business Enterprises in procurement of contracts from utilities as required by the California Public Utilities Code.

You can help SCE achieve its GO 156 goals in the following ways:

- (i) For qualified Diverse Business Enterprise Sellers (Tier 1 – direct contracting with SCE), ensure you are certified by the CPUC (The Supplier Clearinghouse) ([www.thesupplierclearinghouse.com](http://www.thesupplierclearinghouse.com)). Disabled Veteran Owned Business Enterprises in California are certified through the California Department of General Services ([www.dgs.ca.gov/](http://www.dgs.ca.gov/)) and are automatically recognized by The Supplier Clearinghouse.
- (ii) Require that any qualified Tier 2 Diverse Business Enterprises (subcontractors to a Tier 1 Seller) that perform work or deliver materials related to a project that is ultimately under contract with SCE are certified by one of the above mentioned agencies.

Furthermore, as provided in Section 6.3 of GO 156, SCE’s Supplier Diversity efforts include encouraging its Sellers to develop plans to utilize Diverse Business Enterprise subcontractors. SCE can help with identifying Diverse Business Enterprises for subcontracting opportunities. In addition, the CR-RAM PPA includes a requirement to report payments made to Diverse Business Enterprises that supplied goods or services as subcontractors. A sample list of potential products and services that may be available through Diverse Business Enterprises as subcontractors is provided in the table below. This table is not intended to serve as a comprehensive list of all of the subcontracting opportunities that may be available.

PRE-Commercial Operation Date		POST-Commercial Operation Date	
Products	Services	Products	Services
<ul style="list-style-type: none"> <li>• Environmental Impact Studies</li> <li>• MRO (Balance of Plant: wiring, conduit, steel, concrete, etc.)</li> <li>• Panels</li> <li>• Technology</li> </ul>	<ul style="list-style-type: none"> <li>• Construction</li> <li>• Consulting</li> <li>• Engineering (Interconnection design, roads/grading, SWPPP, Arc Flash Study, Geotechnical reports, environmental monitoring, etc.)</li> <li>• EPC Contractor</li> <li>• Installation</li> <li>• Land Acquisition</li> <li>• Legal Services</li> <li>• Permitting</li> <li>• Research and Development (R&amp;D)</li> <li>• Site Prep</li> <li>• Transportation</li> </ul>	<ul style="list-style-type: none"> <li>• IT Equipment (Hardware &amp; Software)</li> </ul>	<ul style="list-style-type: none"> <li>• Engineering (Fire protection and Telecommunication)</li> <li>• Facilities Management</li> <li>• IT Support (Hardware &amp; Software)</li> <li>• Large Equipment rentals and operator</li> <li>• Legal Services</li> <li>• Panel Cleaning</li> <li>• Plant Maintenance</li> <li>• Plant Security</li> <li>• Regulatory Reporting Services</li> <li>• Specialty/Admin Staffing</li> <li>• Water Treatment &amp; Testing</li> <li>• Accounting Services</li> <li>• Billing Services</li> <li>• Settlement Services</li> </ul>

This list was compiled with input from SCE, San Diego Gas & Electric and Pacific Gas and Electric. Please note that there may be other potential products and services that may qualify.

#### 1.04 Communications

The primary method for exchange of information or documents concerning the CR-RAM [34](#) RFO, including any such exchange concerning the preparation or submission of Offers to SCE, will be via the CR-RAM Website. All communications, verbal or written, should be documented on the Website.

SCE may, in its sole discretion, decline to respond to any email or other inquiry about the CR-RAM [34](#) RFO without liability or responsibility.

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\*\*\* End of ARTICLE ONE \*\*\*

## ARTICLE TWO. ELIGIBILITY REQUIREMENTS.

### 2.01 Summary of Eligibility Requirements

- (a) Projects must be located in SCE's service territory.
- (b) Projects must be New Facilities (as defined below) that qualify as ERRs.
- (c) CR Projects must have a Contract Capacity less than or equal to 20.0 MW. EJ Projects<sup>6</sup> must have a Contract Capacity less than or equal to 1.0 MW.
- (d) Projects must have an active, completed Phase II Interconnection Study or equivalent, a signed GIA, or an equivalent or better interconnection study, agreement, process or exemption (see also ~~Section~~[Section](#) 1.03(g)).
- (e) Offerors must demonstrate Site Control.
- (f) The Forecasted Commercial Operation Date and interconnection date must be a date that is the first day of a calendar month and within thirty-six (36) months of the anticipated date for final and non-appealable CPUC approval of a Final Agreement.
- (g) Projects must utilize commercialized technology (*i.e.*, neither experimental, research, demonstration, nor technology in development).
- (h) Projects must qualify as a CR Project or EJ Project, as applicable, pursuant to the Decisions.
- (i) Offers must satisfy the Basic Terms and Conditions set forth in Section 1.03.

### 2.02 Territory

The Project must be physically located within SCE's electric service territory, and must be interconnected to SCE's electric distribution or transmission system.

### 2.03 New Eligible Renewable Energy Resource

The Project must be a New Facility (as defined below) that generates electricity from a resource that is an ERR. Projects that include energy storage are not eligible to participate. "New Facilities" are those that: (i) do not have an existing, nor have ever had a power purchase agreement or other contract for energy and/or capacity deliveries to SCE, or any other counterparty, for the Project at the time of execution of the Final Agreement, and (ii) is a facility that has never generated electricity before the CR-RAM PPA's Commercial

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<sup>6</sup> Pursuant to the Decisions, SCE is required set aside 45 MW-AC of capacity for GTSR Program to EJ projects between 500 kW and 1 MW-AC and that are located in EJ areas.

Operation Date (except for testing under the CR-RAM PPA), and that was constructed for the sole purpose of the CR-RAM PPA.

2.04 Contract Capacity; Subdivision of Larger Projects to Satisfy Maximum Contract Capacity

CR Project Offers must have a Contract Capacity greater than or equal to 0.5 MW and less than or equal to 20.0 MW. EJ Project Offers must have a Contract Capacity greater than or equal to 0.5 MW and less than or equal to 1.0 MW; *provided*, sub-500 kW distributed energy resources are eligible if they are aggregated with other projects to equal 500 kW or greater.

SCE will not execute Final Agreements with multiple Projects that utilize the same interconnection queue number if the result would be a total of more than 20 MW under contract for CR eligible Projects, whether through CR-RAM or another program. Similarly, if an Offeror bids multiple CR Projects to CR-RAM ~~34~~ RFO that total more than 20 MW from the same queue position, SCE will consider only the Offer(s) that are the most favorable Project(s), based on least-cost best-fit methodology, until a total of 20 MWs in aggregate is reached and SCE will exclude any remaining Offers from further consideration.

SCE will not execute Final Agreements with multiple Projects that utilize the same interconnection queue number if the result would be a total of more than 1 MW under contract for EJ eligible Projects, whether through CR-RAM or another program. Similarly, if an Offeror bids multiple EJ Projects to CR-RAM ~~34~~ RFO that total more than 1 MW from the same queue position, SCE will consider only the Offer(s) that are the most favorable Project(s), based on least-cost best-fit methodology, until a total of 1 MWs in aggregate is reached and SCE will exclude any remaining Offers from further consideration.

2.05 Interconnection Study

Seller must have a completed Phase II Interconnection Study or equivalent, a signed GIA, or an equivalent or better interconnection study, agreement, process, or exemption (see also Section 1.03(g)).

2.06 Site Control

Offeror must provide to SCE an attestation that Seller has Site Control for the Project through any of the following: (a) direct ownership; (b) a lease; or (c) an option to lease or purchase that may be exercised upon execution of the Final Agreement. The Offeror is required to submit a map showing the boundary of the Site for which Seller has control as part of the Final Agreement. SCE reserves the right to request additional information.

2.07 Term

Sellers may submit Offers with Delivery Terms of ten (10), fifteen (15), or twenty (20) years. At least one of the Offers needs to be a ten (10) year Delivery Term. SCE prefers Delivery Terms of ten (10) years. The Generating Facility must be scheduled to commence Commercial Operation within thirty-six (36) months of CPUC Approval of a Final

Agreement. The Generating Facility's latest interconnection study or GIA, together with the Offeror's Milestone Schedule, must support a forecasted Commercial Operation Date within thirty-six (36) months of the anticipated date of CPUC Approval of a Final Agreement.

## 2.08 NEPA and CEQA

If (1) the California Environmental Quality Act ("CEQA") or the National Environmental Policy Act ("NEPA") applies to the ERR Generating Facility and (2) a lead agency has been designated under the applicable law, then SCE will consider Offers from such ERR Generating Facilities only if the ERR Generating Facility has achieved, at a minimum, an "application deemed complete" (or equivalent)<sup>7</sup> status under the land use entitlement process by the agency designated by CEQA or NEPA as the lead agency. Offers not meeting this requirement will not be given further consideration.

## 2.09 SCE Affiliates

SCE affiliates are permitted to participate in the CR-RAM [34](#) RFO. Offeror must disclose whether or not it is an SCE affiliate.

## 2.10 EJ Qualification

EJ Projects must satisfy the locational requirements set forth in the Decisions, based on the current version of the CalEnviroScreen tool and the eligible census tracts for EJ Projects. If SCE executes a Final Agreement with a Project that is an eligible EJ Project based upon the approved rules at the time of this CR-RAM [34](#) RFO, the Project will continue to be considered as an eligible EJ Project through the Delivery Term, even if the CalEnviroScreen tool is amended, or other changes occur in regards to the definition of Environmental Justice under the GTSR program.

Each individual DER of a DERA EJ Project must qualify for EJ in order to be considered to be an aggregated DER EJ Project.

## 2.11 Marketing Plan

Offeror must submit all marketing materials for each Project Offered to SCE on or before the Offer Due Date (as that term is defined in the CR-RAM [34](#) RFO Schedule). Additional information, requirements, and submittal instructions related to marketing materials are located at the following web address: <[www.on.sce.com/CRDevInfo](http://www.on.sce.com/CRDevInfo)>. SCE strongly suggests Offerors submit their marketing materials prior to the Offer Due Date. Additionally, prior to the deadline for demonstrating Community Interest (as defined below), Offerors are required to receive SCE approval of all marketing materials.

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<sup>7</sup> Pursuant to Section 6.1 of D.14-11-042, local government uses the term "application deemed complete" (California Government Code §65943); California Energy Commission uses the term "data adequate" (Title 20 CCR § 1709); Bureau of Land Management uses the term "completed application" (43 CFR 2804.25).

Marketing materials are Project specific and may not be used for Projects other than the Project specifically intended for. Each individual DER of a DERA must submit a separate Marketing Plan.

## 2.12 Community Location

Subscribing CR Customers must be physically located within the same municipality or county as the Project, or within ten (10) miles of the Project, prior to the execution of the Final Agreement; after the Final Agreement is executed, subscribing CR Customers may be located anywhere within SCE's service territory (collectively, the "Community Location").

DERPA's CR Customers may be from any DERP Community Location.

## 2.13 Community Interest

~~Within sixty (60) days from notification of contract award,~~ Seller must demonstrate "community interest" for the Project, as required pursuant to the Decisions ("Community Interest")<sup>8</sup>, by submitting documentation<sup>9</sup> to SCE using the Website no earlier than the date that SCE notifies Offeror that Offeror's Project has been selected for further consideration in the CR-RAM 4 RFO ("Offer Notice Date") and no later than the date that is sixty (60) days from the Offer Notice Date, or the awarded capacity may be assigned to the next highest ranking least-cost best-fit Project. Waitlisted ~~Sellers~~Offerors who wish to be considered for a contract award must demonstrate Community Interest within this same sixty (60) day period. ~~Additionally, at least 50% (by number of customers) and least 1/6th of the demonstrated Community Interest must come from residential customers.~~

Documentation submitted to demonstrate Community Interest, including expressions of interest, commitments to enroll, community interest summary forms, attestations, and guarantees, must be executed on or after the date that is one year prior to the date that the CR-RAM 4 RFO is launched. Offeror's submission, and SCE's subsequent review and approval or disapproval of an Offeror's demonstration Community Interest is only valid for this CR-RAM 4 RFO and may not be transferred to other Projects or to other RFOs.

DERA's Community Interest can come from any DER Community Location.

## 2.14 CR Customer Eligibility

All CR Customers must meet the eligibility requirements as provided in these RFO Instructions and the CR-RAM PPA.

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<sup>8</sup> Community Interest requires demonstration that (1) community members have committed to enroll thirty percent (30%) of the Project's Contract Capacity, or have provided expressions of interest in the Project to subscribe to fifty one percent (51%) of the Project's Contract Capacity (in each case there must be a minimum of three (3) separate customers), or a guarantee from a municipality; (2) at least 1/6 (by load) and fifty percent (50%) (by customer count) of the customers demonstrating Community Interest must be residential; (3) all customers demonstrating Community Interest must be in same municipality or county or within ten (10) miles of Project; and (iv) and there must be at least one (1) customer per MW of Contract Capacity.

<sup>9</sup> Required documentation can be found on the following website: <[www.on.sce.com/CRDevInfo](http://www.on.sce.com/CRDevInfo)>.

2.15 Procurement Targets for CR-RAM 34 RFO

~~164~~161 MW for CR and 45 MW for EJ will be allocated for this CR-RAM 34 RFO, as set forth in the table below (the “Procurement Target”). ~~Additionally~~Additionally, SCE intends to incrementally procure megawatts toward its GTSR procurement target of 269 MW, depending on the amount of megawatts contracted for and subscribed to in the Green Rate program and the amount of megawatts contracted for in the CR-RAM program (with respect to each CR-RAM RFO, the “Procurement Target”).

<i>Resource Category</i>	<i>Example</i>	<i>Targeted Total MW</i>
Community Renewables	All renewables	<del>164</del> <u>161</u>
Environment Justice	All renewables (< 1 MW)	45

2.16 Potential Funding for Development Security

Offers associated with the Hopi Tribe and/or Navajo Nation that qualify under the requirements of D.13-02-004 may be entitled to use available funds from the Mohave SO2 Revolving Fund to meet the Development Security obligations under the CR-RAM PPA, subject to the provision of the necessary documentation and assurances in the Final Agreement.

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\*\*\* End of ARTICLE TWO \*\*

## ARTICLE THREE. PRODUCT DELIVERY AND PRICE

### 3.01 Delivery Point

For ERR Generating Facilities that will be interconnected to the CAISO, the Delivery Point must be the point where the ERR Generating Facility connects to the CAISO Controlled Grid.

### 3.02 Product Price

The Product Price, in \$/MWh, is as defined in the CR-RAM PPA and the Product Price submitted by Seller as part of its Offer must:

- (a) Conform with the pricing requirements in the CR-RAM PPA;
- (b) Assume, if applicable, posting Development Security, Performance Assurance and any other security as required by the CR-RAM PPA;
- (c) If applicable, include awards, subsidies, tax credits, grants, etc.;
- (d) If applicable, assume the cost to dynamically schedule or firm and shape the Product into the CAISO at the Delivery Point; and
- (e) If applicable, assume the cost of any firm transmission rights to deliver the Product into the CAISO at the Delivery Point.

SCE will not accept an indexed pricing Offer.

Seller must submit its price assuming the Product Price will be adjusted by SCE in each settlement interval in each Time of Delivery Period by the Product Payment Allocation Factors set forth in Exhibit I to the CR-RAM PPA.

Seller must submit its price acknowledging that if the required Minimum Subscription Requirement is not met or exceeded, the Product Price for Unsubscribed Delivered Energy will be the lesser of (x) the DLAP Price plus the Renewable Energy Credit Market Price, and (y) the Subscribed Product Price. Seller further must submit its price acknowledging that payment for Subscribed Delivered Energy must be assigned to Customers and will be issued by SCE to Customers as bill credits.

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\*\*\* End of ARTICLE THREE \*\*\*



**ARTICLE FOUR. CR-RAM 34 RFO CURRENT SCHEDULE AND OFFER SUBMITTAL PROCESS**

4.01 CR-RAM 34 RFO Current Schedule (SUBJECT TO CHANGE)

<b>Dates<sup>810</sup></b>	<b>Event</b>
<del>October 27, 2017</del> <u>April 18, 2018</u>	SCE files Tier 2 advice letter in compliance with Final Decision 16-05-006.
<del>November 29, 2017</del> <u>May 18, 2018</u>	Anticipated date that the CPUC approves SCE’s Tier 2 advice letter.
<del>December 1, 2017</del> <u>May 23, 2018</u>	Anticipated date SCE will launch the CR-RAM 34 RFO, in which SCE will post the RFO Instructions, Pro Forma Renewable PPA, CR-RAM Rider and Amendment and other CR-RAM 34 RFO documents on the CR-RAM Website.
<del>December 6, 2017</del> <u>May 31, 2018</u>	Anticipated date that SCE will host the CR-RAM 34 RFO webinar.
<del>December 20, 2017</del> <u>June 21, 2018 12:00 pm (noon)</u>	Anticipated deadline for Offerors to submit Offers and required documentation including information necessary to populate the CR-RAM PPA (the “Offer Due Date”).
<del>February 23, 2018</del> <u>August 13, 2018</u>	Anticipated date that SCE will notify each Offeror regarding the selection status of each Offer <del>and provide a fully populated executable CR-RAM PPA.</del>
<del>April 24, 2018</del> <u>October 12, 2018</u>	60 day verification of Community Interest
<del>May 28, 2018</del> <u>November 13, 2018</u>	Anticipated date that SCE will countersign the CR-RAM PPA.
<del>August 27, 2018</del> <u>February 11, 2019</u>	Anticipated date that SCE will submit a Tier 2 Advice Letter seeking CPUC Approval of Final Agreements.

4.02 Auction – Submission of Offer(s)

Each complete Offer, conforming to these RFO Instructions, must be submitted by 12:00 pm (noon) PPT on the Offer Due Date. SCE will only consider submissions that, as of the Offer Due Date, constitute complete and conforming Offers satisfying all eligibility ~~eriterea~~criteria herein. In SCE’s sole discretion, minor deficiencies may be cured pursuant to and in accordance with SCE instructions.

<sup>810</sup> SCE reserves the right to modify the dates, milestones, and any content of the proposed schedule.

An Offeror can submit a single or multiple Offers. Offers can be mutually inclusive of each other (i.e., in order to take a single Offer, SCE must accept all Offers within a mutually inclusive set), or mutually exclusive of each other (i.e., a group of Offers where SCE can only select one from the set; common when submitting multiple Offers from a single Generating Facility).

In order to have a complete and conforming Offer, an Offeror must complete and submit the Offer Form and all required documentation on the CR-RAM Website.

#### 4.03 Offer Instructions

- (a) Seller must input information and upload all of the documents described in this Section for each Offer on the CR-RAM Website.
- (b) The CR-RAM Website utilizes a web-based information input system where all required information and documents are submitted to SCE by filling out online forms and uploading documents. The Offer Form cannot be saved and uploaded unless the Offer Form is complete. Drop-down menus and automatic re-direction to appropriate forms are incorporated to guide the Seller through the process.

Input sections for Project-specific information are provided. Further, separate input sections for Offers associated with that specific Project are provided. Sellers may use these forms to input multiple, distinct Offers associated with a specific Project.

The Offer Form has “check the box” attestations that Seller must acknowledge. If Seller is unable or unwilling to make the required attestations by checking the box, Seller cannot participate in the CR-RAM [34](#) RFO.

- (c) Seller’s Offer(s) must be complete in all respects and uploaded using the CR-RAM Website.

***Important:*** *Seller is responsible for the accuracy of all information delivered to SCE through the CR-RAM Website. SCE will not alter, update, or change any information submitted to the CR-RAM Website. Seller risks disqualification if delivered information is incorrect or is in conflict with uploaded documents. Seller is advised to use care when assembling and delivering the required information.*

- (d) Offers that are incomplete in any way or are delivered to SCE by any means other than uploaded through the CR-RAM Website will be rejected. Printed copies of Offers, as well as electronic copies via CD, DVD, or flash drive, will not be accepted.
- (e) The Offer Form along with the completed and uploaded documents, as set forth below, make up the “Offer e-Binder.” Offer e-Binders must be completed and uploaded by the Offer Due Date set forth in this document. The date and time

set for submission of the Offer e-Binders will be strictly enforced. Late submissions will be rejected.

- (f) Along with the Offer Form, Seller must complete and upload to the CR-RAM Website **all of the following documents:**<sup>911</sup>
- (i) A fully executed **Officer's Certificate**, which shall be signed by an officer of either the sponsor or project company, and signifies Seller's agreement to certain conditions including, without limitation: (i) Seller's attestation that Seller has reviewed the relevant documents and is providing the Offer in good faith; (ii) Seller's attestation that Seller has site control; and (iii) Seller's attestation that Seller will not engage in collusion or other unlawful or unfair business practices in connection with the CR-RAM <sup>34</sup> RFO.

**THIS DOCUMENT MUST BE SIGNED AND UPLOADED WITHOUT MODIFICATION. ONE OFFICER'S CERTIFICATE SHOULD BE UPLOADED FOR EACH PROJECT.**

- (ii) A fully completed and executed **Evergreen Non-Disclosure Agreement ("NDA")** (this must be uploaded as a locked MS Word document).

**THIS DOCUMENT MUST BE SIGNED AND UPLOADED WITHOUT MODIFICATION. THE NDA IS INTENDED TO COVER ALL PROJECTS SUBMITTED BY SELLER. ONLY ONE SIGNED EVERGREEN NDA SHOULD BE UPLOADED BY SELLER.**

- (iii) A fully completed and executed **Team Development Experience Letter** (this must be uploaded as a locked MS Word document). Please ensure or note:
- All fields marked for completion must be filled in.
  - The information must match the Offer submitted and posted on the CR-RAM Website.
  - No other modifications to this letter will be accepted.
  - Must be signed by an individual duly authorized to bind Seller.
- (iv) A fully completed **Project Viability Calculator** (this must be uploaded for each project as a password-protected MS Excel file).

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<sup>911</sup> Except for the interconnection documents, the environmental review documents, and the project boundary documents, forms for all of these documents are posted on the CR-RAM Website. Not all of these requirements are applicable to existing projects exercising the Standard Contract Option (see Section 4).

- (v) A fully completed **Generation Profile** (this must be uploaded for each project as a password-protected MS Excel file).
- (vi) A completed **Geographic Information System** file of the project boundaries and associated gen-tie (“Project Boundary File”) as required by the CPUC.
- (vii) A completed **Environmental Review Letter** for each Project, which shall be a copy of the letter from the lead land use permitting agency documenting that the land use permit application for the project has been “deemed complete” to begin the permitting review process. This requirement applies if (1) the California Environmental Quality Act or the National Environmental Policy Act applies to the ERR Generating Facility and (2) a lead agency has been designated under the applicable law.
- (viii) Copies of the **Generating Facility’s interconnection studies** and/or GIA. As a reminder, Seller must have a Phase II interconnection study or better in order to be eligible for this CR-RAM [34](#) RFO.
- (ix) A fully executed **Consent for Release of Interconnection Related Information** (this must be uploaded as a locked MS Word document).
- (x) Such other information and documentation that SCE may request to verify compliance with these RFO Instructions.

For all interconnection and environmental review documents described above, SCE will accept documents uploaded to the CR-RAM Website in WORD or the PDF file format. Whenever possible, please upload these documents as searchable PDF files so that SCE may locate particular words or phrases within the respective files.

SCE will not accept the NDA or the Officer’s Certificate if it has been changed to a different format or otherwise altered in any unauthorized way. Seller is required to fill out the locked MS Word Template only in the spaces provided and upload the resulting locked MS Word document. Please sign and then scan and return ONLY the signature pages of each document.

If Seller is unresponsive to SCE’s requests for documentation, then the Offers from Seller may be disqualified from the RFO.

#### 4.04 The CR-RAM PPA<sup>1012</sup>

For the delivery of Category 1 Product, SCE's CR-RAM PPA is structured under the assumption that:

- (a) Seller's Offer is based upon the green-field development of a new ERR Generating Facility.
- (b) The ERR Generating Facility's first point of interconnection will be with the CAISO.
- (c) SCE will be the Scheduling Coordinator.
- (d) The CR-RAM PPA reflects SCE's *Pro Forma* Renewable Power Purchase Agreement (the "*Pro Forma* Renewable PPA") together with the Rider and Amendment to the *Pro Forma* Renewable Power Purchase Agreement (the "Rider"). Each the *Pro Forma* Renewable PPA and the Rider can be found on the CR-RAM Website. To the extent that an Offer is selected for SCE's shortlist and Seller accepts a Final Agreement with SCE, SCE will create a tailored, Project specific CR-RAM PPA using the *Pro Forma* Renewable PPA and a separate Rider. There will be no opportunity for Seller to negotiate any of the terms and conditions of the CR-RAM PPA prior to its execution. If Seller's Offer is selected, Seller will be offered a contract in the form of the CR-RAM PPA with no negotiations and only those changes necessary to reflect project specificity.
- (e) Documents necessary to complete the CR-RAM PPA include:
  - (i) Exhibit B:
    - a. Description and drawings of the Generating Facility's equipment, systems, control systems and features (see specifications in CR-RAM PPA Exhibit B).
    - b. Site plan drawing showing the general arrangement of the Generating Facility.
    - c. Single-line diagram(s) showing electrical arrangement of generating equipment, unit/service transformers, interconnection transformer(s), metering, breakers, and disconnects (as applicable).
  - (f) Legal description of the Site, including Assessor's Parcel Numbers (APNs) and a Site map.

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<sup>1012</sup> Attached as Associated Documents A and B.

- (g) Exhibit C – Notice List.
- (h) Exhibit G – Seller’s Milestone Schedule and Material Permits.

**Attachment A to these RFO Instructions contains forms and guidelines for documents necessary for completing the CR-RAM PPA.**

4.05 Independent Evaluator

SCE has engaged an Independent Evaluator (“IE”) to evaluate and report on the solicitation, evaluation, selection, and negotiation process for this CR-RAM ~~34~~ RFO.

The Independent Evaluator will review all Offers and will have the opportunity to be present at meetings and conference calls between SCE and Offerors.

**The Independent Evaluator will have full access to the CR-RAM Website and all the Offer Forms, Offer e-Binders and correspondence uploaded by Sellers.**

The Independent Evaluator will periodically make presentations to SCE, the CPUC and SCE’s Procurement Review Group (“PRG”) in order to ensure that the CR-RAM ~~34~~ RFO process remains open, fair and transparent.

4.06 Submission of Offers – Resource Adequacy

Offerors have the option to bid a Generating Facility into the CR-RAM ~~34~~ RFO based on energy-only (“EO”) or Full Capacity Deliverability Status (“FCDS”) interconnection. If bidding a Generating Facility as FCDS, the Offeror must enter in the Offer Form the date the Generating Facility will achieve FCDS (the “RA Guarantee Date”), which can be a date after Commercial Operation. Thus, each Offer must indicate whether it is based on an FCDS or EO interconnection, and, if interconnecting pursuant to FCDS the RA Guarantee Date. Subject to the requirements described in these RFO Instructions, an Offeror can submit multiple Offers for the same Generating Facility, including separate, mutually exclusive Offers for an EO interconnection and an FCDS interconnection.

An EO interconnection request will identify the interconnection facilities and upgrades necessary to reliably interconnect the project, including but not limited to reliability network upgrades (“RNU”). An FCDS interconnection request will identify the interconnection facilities and upgrades necessary to reliably interconnect the project and deliver the output of the project to the aggregate of load, including but not limited to RNU and deliverability network upgrades (“DNU”).

The Generating Facility’s interconnection study or GIA must indicate that the project will obtain FCDS by the RA Guarantee Date submitted by the Offeror. For example, if the Generating Facility’s interconnection study states that it will obtain FCDS within 60 to 84 months, the earliest date that an Offeror may designate as the RA Guarantee Date in an Offer is 60 months after the expected execution date of a GIA. Using the example cited, the Offeror can submit any date as the RA Guarantee Date so long as

such date is more than 60 months (including a date beyond 84 months) after the expected GIA execution date. In the event an Offeror submits a date earlier than the earliest date indicated by its interconnection study or GIA, then the RA Guarantee Date in the CR-RAM PPA and the evaluation will reflect the earliest date the project could obtain FCDS based on the Generating Facility's interconnection study or GIA.

As described below, those Offers based on FCDS will receive RA benefits in the evaluation. RA benefits will only be considered for periods after the RA Guarantee Date. Any resulting CR-RAM PPA will require the Seller to take all commercially reasonable efforts to expeditiously obtain FCDS. In the event that the project fails to meet its RA obligations pursuant to its PPA, including failures due to a delay in achieving FCDS, the Seller will be subject to liquidated damages as provided for in the CR-RAM PPA.

Conversely, EO Offers will not receive any RA benefit in the evaluation. The CR-RAM PPA, however, will not include requirements to obtain FCDS

#### 4.07 Evaluation and Screening of Offers

SCE will screen Offers on a “pass-fail” basis against the eligibility criteria. In order to be eligible to be considered for selection (“conforming Offer”), the Offer must pass all eligibility criteria including, but not limited to, the following:

- Generating Facility must be an ERR facility and qualify as a New Facility, not less than 0.5 MW and not greater than 20 MW for CR Projects, not less than 0.5 MW and not greater than 1 MW for EJ Projects; *provided*, sub-500 kW distributed energy resources are eligible if they are aggregated with other projects to equal 500 kW or greater.
- Forecasted Commercial Operation Date and interconnection date within thirty-six (36) months of the anticipated date of CPUC approval of a Final Agreement.
- Project has received a complete Phase II Interconnection Study, a signed GIA, or an equivalent or better interconnection study, agreement, process or exemption. <sup>+13</sup>, <sup>+214</sup>
- The date for interconnection indicated in the Generating Facility's interconnection study or GIA, together with the Offeror's Milestone Schedule,

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<sup>+13</sup> In order to be considered as an FCDS Offer, project must either have an active Phase II Interconnection Study reflecting that the project was studied for FCDS or a GIA that reflecting that the project already has FCDS.

<sup>+214</sup> The interconnection studies contain information about the Generating Facility relevant in the course of evaluation and contracting. Differences in project descriptions, site location, interconnection and delivery points, equipment specifications, *etc.*, from those contained in the Offer will need to be reconciled for the Offer to remain eligible.

is within thirty-six (36) months of the anticipated date for final and non-appealable CPUC approval of a Final Agreement.

- For example, if the Generating Facility’s interconnection study states that it will be able to interconnect within 12 to 24 months, SCE will assume the earlier end of the range indicated in the interconnection study (12 months in this example) when making its determination under this criterion.
- Located within the SCE territory and can be scheduled into the CAISO.
- Delivery Point is at the first point of interconnection to the CAISO Controlled Grid.
- The Project is based on commercialized technology (i.e., is neither experimental, research, demonstration, nor development)
- SCE affiliation is disclosed, if applicable
- Offeror agrees (which agreement is indicated by the submission of an Offer) to non-disclosure terms and obligations in the CR-RAM [34](#) RFO NDA incorporated herein by reference.
- Offeror has provided information requested by SCE for the purpose of evaluating the Offer, including all other documentation specified in Section 4.03, in conformance with the requirements of Attachment A.

#### 4.08 Ranking and Selection of Conforming Offers

If the Procurement Target is not exceeded and Offers are below the applicable Procurement Price Limit (as defined below), SCE shall select the applicable Offers. If the Procurement Target is exceeded, SCE must first select the least-cost best-fit EJ Projects with Offered Product Prices less than the Procurement Price Limit up to the EJ reservation amount established in the Decisions, then SCE will evaluate all remaining projects against one another on a least-cost best-fit basis and SCE must select those projects with Offered Product Prices less than the applicable Procurement Price Limit, up to the Procurement Target. SCE is not required to procure excess capacity beyond the Procurement Target, but may do so in its discretion. The least-cost best-fit (“LCBF”) principles comply with criteria set forth by the CPUC in D.03-06-071 and D.04-07-029 (“LCBF Decisions”) and other CPUC decisions on the investor-owned utilities’ RPS Procurement Plans.

The LCBF analysis evaluates both quantitative and qualitative aspects of each Offer to estimate its value to SCE’s customers and its relative value in comparison to other Offers.

SCE performs a quantitative assessment of each Offer and ranks the Offers based on benefit and cost relationships. Specifically, the total benefits and total costs are used to



calculate the net levelized cost or “Net Market Value” for each complete and conforming Offer. Benefits are comprised of separate capacity, energy, and congestion components, while costs include the contract payments, debt equivalents, integration cost, congestion cost, and transmission cost. SCE discounts the monthly benefit and cost streams to a common base date. SCE also normalizes the net cost or benefit data by MWh generation. The result of the quantitative analysis is a merit-order ranking of all complete and conforming Offers’ Net Market Values.

Following the quantitative analysis, SCE conducts an assessment of the most competitive Offers’ qualitative attributes. SCE utilizes the Project Viability Calculator to assess certain factors including the company/development team experience, project technology, project financing and development milestones. Additional attributes such as nominal contract payments, contribution to other SCE program goals (see below), transmission area, prior experience with project developers/sellers, seller concentration, and resource diversity are also considered in the qualitative analysis. These qualitative attributes are then considered to either eliminate or add Offers or to determine tie-breakers, if any.

Procurement Price Limits: The maximum price limits are 120 percent or below, for CR projects, and 200 percent or below, for EJ projects, of the maximum executed contract price in either the Renewable Auction Mechanism’s as-available peaking category or Green Tariff program, whichever is most recent. SCE, in its sole discretion, may reject any Offer that exceeds the Procurement Price Limits.

If necessary, SCE may request additional information from Offerors prior to selection.

#### 4.09 Notification of Contract Award, Community Interest Requirement, and Wait List

An Offeror that is selected must demonstrate fulfillment of its Community Interest requirements within sixty (60) days of notification of contract award through the CR-RAM Website or the awarded capacity will be assigned to the next highest ranking least-cost best-fit CR project in rank order which has demonstrated fulfillment of its Community Interest requirements within the same sixty (60) day period.

#### 4.10 Preparation and Execution of Final Agreements

If selected, and Community Interest is satisfied, an Offeror will receive from SCE an executable CR-RAM PPA for each selected Offer filled in with the Project and Offeror information. Offerors should carefully review the populated CR-RAM PPA for any errors. In the notification of selected status, SCE will specify the last day for selected Offerors to submit the executed signature page(s) of the CR-RAM PPA(s), or to notify SCE if electing not to execute the CR-RAM PPA(s).

At the time of initial selection, SCE may also notify certain waitlisted Offerors of their status. Such Offerors may be offered PPAs in the event that selected Offerors decline to execute a CR-RAM PPA with SCE.

For each CR-RAM PPA that an Offeror chooses to execute with SCE, Offeror must return two (or more, at Offeror's discretion) executed originals of the CR-RAM PPA signature pages to SCE by overnight delivery to the following:

Energy Contracts  
Southern California Edison  
2244 Walnut Grove  
Rosemead, CA 91770  
Attn: Shawn Smith  
626-302-4978

It is anticipated that SCE will then execute final CR-RAM PPAs and return one (or more, at Offeror's discretion) fully executed Final Agreement to Offeror.

4.11 Submission of the Final Agreements to the CPUC

- (a) SCE will submit a Tier 2 advice letter to the CPUC seeking approval of the Final Agreements entered into pursuant to the CR-RAM 34 RFO.
- (b) SCE's obligations to purchase Product under a Final Agreement will only become effective upon CPUC Approval.
- (c) In the event a transaction occurs between SCE and any of its Affiliates, such Final Agreement may also require FERC approval. In such case, SCE's obligations to purchase power under such Final Agreement will only become effective upon approval by both the CPUC and FERC.

4.12 Support for Regulatory Purposes

SCE may request that Seller provide updates of any information requested in this CR-RAM 34 RFO for purposes of filing applications or advice letters with the CPUC for approval of any Final Agreement.

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\*\*\* End of ARTICLE FOUR \*\*

**ARTICLE FIVE. OFFEROR’S ACKNOWLEDGEMENT; WAIVERS AND RESERVATION OF RIGHTS; REPRESENTATIONS, WARRANTIES AND COVENANTS**

By submitting an Offer to SCE pursuant to the CR-RAM 34 RFO, the Offeror acknowledges the following:

5.01 SCE’s Rights

SCE reserves the right to modify any dates and terms specified in these RFO Instructions, in its sole discretion and at any time without notice and without assigning any reasons and without liability of Edison International, SCE or any of their subsidiaries, affiliates or representatives. SCE also reserves the right to select zero Offers as an outcome of this CR-RAM 34 RFO.<sup>1315</sup>

5.02 SCE’s Acceptance of Offers

SCE will not be deemed to have accepted any Offer, and will not be bound by any term thereof, unless and until authorized representatives of SCE and Seller execute a Final Agreement and, if appropriate, related collateral and other required agreements.

5.03 Expenses

Seller acknowledges and assumes all costs associated with submitting any Offer. In the event that the CR-RAM 34 RFO is terminated by SCE, an Offer is not selected, or a CR-RAM PPA is not executed, each Offeror will be responsible for expenses it incurs as a result of its participation in the CR-RAM 34 RFO.

5.04 Offeror’s Representations, Warranties and Covenants

- (a) By submitting an Offer, Offeror agrees to be bound by the conditions of the CR-RAM 34 RFO, and makes the following representations, warranties, and covenants to SCE, which representations, warranties, and covenants shall be deemed to be incorporated in their entirety into each of Offeror’s Offers:
  - (i) Offeror has read, understands and agrees to be bound by all terms, conditions and other provisions of these RFO Instructions;
  - (ii) Offeror has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the CR-RAM 34 RFO and these RFO Instructions, including the forms listed in Section 4.03;

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<sup>1315</sup> The CPUC has provided SCE discretion to reject Offers in instances of market manipulation or non-competitive pricing compared to other renewable procurement opportunities.

- (iii) Offeror warrants herein that the Product Price includes Offeror's cost of providing the Development Security in accordance with Section 3.06 of the CR-RAM PPA;
- (iv) Offeror warrants herein that the Product Price includes Offeror's cost of providing the Performance Assurance in accordance with Section ~~1.06~~8.03 of the CR-RAM PPA, and that Performance Assurance will be calculated as five percent (5%) of the ~~estimated total Product Payments during the Delivery Term~~total projected revenue over the full Term. For the purpose of calculating Performance Assurance only, the projected revenue for each TOD Period is the product of: (1) Qualified Amounts for the TOD Period and (2) the greater of (x) the Subscribed Product Price multiplied by the applicable Product Payment Allocation Factor, and (y) the DLAP Price plus the Renewable Energy Credit Market Price;
- (v) Offeror has obtained all necessary authorizations, approvals and waivers, if any, required by Offeror to submit its Offer pursuant to the terms of these RFO Instructions and to enter into a Final Agreement with SCE;
- (vi) Offeror's Offer complies with all Applicable Laws;
- (vii) Offeror has not engaged, and covenants that it will not engage, in any communications with any other actual or potential Offeror in the CR-RAM ~~34~~34 RFO concerning this solicitation, price terms in Offeror's Offer, or related matters and has not engaged in collusion or other unlawful or unfair business practices in connection with the CR-RAM ~~34~~34 RFO;
- (viii) Offeror must provide an attestation to SCE that the Offeror has received and read Attachment 1 of the Community Choice Aggregation (CCA) Code of Conduct Decision (D.12-12-036), and will not circumvent it;
- (ix) Any Offer submitted by Offeror is subject only to SCE's acceptance, in SCE's sole discretion;
- (x) Offeror represents and warrants (a) that it has complied with and shall continue to comply with the marketing requirements of the Buyer's CR-RAM RFO and any Green-® Energy eligibility criteria and requirements; (b) all marketing by Seller shall be accurate and in compliance with the FTC Green Guides; (c) any changes to the marketing plan or marketing materials shall be submitted to Buyer for review prior to Seller's use of such materials; and (d) Seller shall maintain an internet website dedicated to the Project containing disclosures about the Project as required by Green-e® Energy,

including a link to Buyer's CR Tariff webpage, a link to the Green-e® Energy website, and customer service contact information; and

- (xi) The information submitted by Offeror to SCE in connection with the CR-RAM 34 RFO and all information submitted as part of any Offer is true and accurate as of the date of Offeror's submission. Offeror also covenants that it will promptly update such information upon any material change thereto.
  
- (b) By submitting an Offer, Offeror acknowledges and agrees that:
  - (i) SCE may rely on any or all of Offeror's representations, warranties, and covenants in the CR-RAM 34 RFO (including any Offer submitted by Offeror);
  - (ii) SCE may disclose information as set forth in the NDA; and
  - (iii) In SCE's evaluation of Offers pursuant to the CR-RAM 34 RFO, SCE has the right to disqualify an Offeror that is unwilling or unable to meet any other requirement of the CR-RAM 34 RFO, as determined by SCE in its sole discretion.
  
- (c) BY SUBMITTING AN OFFER, OFFEROR HEREBY ACKNOWLEDGES AND AGREES THAT ANY BREACH BY OFFEROR OF ANY OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS IN THESE RFO INSTRUCTIONS SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH OFFEROR, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO SCE UNDER APPLICABLE LAW.

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\*\*\* End of ARTICLE FIVE \*\*\*

## **ARTICLE SIX. REGULATORY APPROVAL**

### **6.01 CPUC and FERC Approvals**

SCE's obligations to purchase Product under a Final Agreement will only become effective upon CPUC Approval.

In the event a transaction occurs between SCE and any of its Affiliates, such Final Agreement may also require FERC approval. In such case, SCE's obligations to purchase power under such Final Agreement will only become effective upon approval by both the CPUC and FERC.

### **6.02 Support for Regulatory Purposes**

SCE may request that Seller provide updates of any information requested in this CR-RAM ~~3~~4 RFO for purposes of filing applications or advice letters with the CPUC for approval of any Final Agreement.

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*\*\*\* End of ARTICLE SIX \*\*\**

## ARTICLE SEVEN. CONFIDENTIALITY, CONDUCT, AND SAFETY

### 7.01 Confidentiality

Sellers are required to enter into the NDA with SCE in the form posted on the SCE CR-RAM Website.

### 7.02 Conduct

It is expected that the Parties will act in good faith in their dealings with each other with respect to this CR-RAM [34](#) RFO. Seller may not engage in Communications with any other Offeror or Seller in the CR-RAM [34](#) RFO concerning the price terms contained in Offeror's or Seller's Offer or related matters.

### 7.03 Safety

Seller must develop a written plan for the safe construction and operation of the ERR Generating Facility as set forth in the CR-RAM PPA.

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\*\*\* *End of ARTICLE SEVEN* \*\*\*

## ARTICLE EIGHT. WAIVERS AND RESERVATION OF RIGHTS

### 8.01 Termination of CR-RAM 34 RFO

SCE reserves the right at any time to modify any dates specified in this CR-RAM 34 RFO or abandon this CR-RAM 34 RFO without notice, without assigning any reasons, and without liability of Edison International, SCE or any of their subsidiaries, affiliates or representatives to any Seller.

SCE will not be deemed to have accepted any Offer, and will not be bound by any term thereof, unless and until authorized representatives of SCE and Seller execute a Final Agreement and, if appropriate, related collateral and other required agreements.

In the event that SCE terminates this CR-RAM 34 RFO, Seller shall be responsible for any expenses incurred by Seller as a result of this CR-RAM 34 RFO.

### 8.02 Release of SCE for any Delays

Seller acknowledges that except for SCE's obligation to submit a fully executed Final Agreement to the CPUC for approval, Seller bears sole responsibility for submitting all applications and obtaining all permits, leases or mortgages, and interconnection, financing and other agreements necessary for Seller to perform under a Final Agreement.

Seller further acknowledges and agrees that SCE shall have no liability for the:

- (a) Time required to complete any studies, obtain any required permits for ERR Generating Facility operation, or enter into any agreements discussed or contemplated under this CR-RAM 34 RFO (including without limitation interconnection studies, leases, mortgages, financing or permits);
- (b) Time required to perform construction for Network Upgrades necessary to meet the Commercial Operation Deadline;
- (c) Time to construct the ERR Generating Facility;
- (d) Time required to acquire any environmental permits to construct or operate, including acquisition of any emission credits required by law or regulation; or
- (e) Failure to reach agreement on, or time to reach agreement regarding, the use of SCE property for the Site.

### 8.03 Waived Claims

By submitting an Offer, Seller knowingly, voluntarily, and completely waives any rights under statute, regulation, state or federal constitution or common law to assert any claim, complaint or other challenge in any regulatory, judicial or other forum, including without limitation, the CPUC (except as expressly provided below), the FERC, the Superior Court of the State of California ("State Court") or any United States District Court ("Federal Court") concerning or related in any way to the CR-RAM 34 RFO or these RFO Instructions, including all exhibits, attachments, and appendices thereto ("Waived Claims"). Seller further expressly acknowledges and



consents that if it asserts any Waived Claim at the CPUC, FERC, State Court or Federal Court, or otherwise in any forum, to the extent that Seller's Offer has not already been disqualified, SCE is entitled to automatically disqualify this Offer from further consideration in the CR-RAM 34 RFO or otherwise, and further, SCE may elect to terminate the CR-RAM 34 RFO.

By submitting an Offer, Seller further agrees that the sole forum in which Seller may assert any challenge with respect to the conduct or results of the CR-RAM 34 RFO is at the CPUC. Seller further agrees that: (1) the sole means of challenging the conduct or results of the CR-RAM 34 RFO is a complaint filed under Article 3, Complaints and Commission Investigations, of Title 20, Public Utilities and Energy, of the California Code of Regulations, (2) the sole basis for any such protest shall be that SCE allegedly failed in a material respect to conduct the CR-RAM 34 RFO in accordance with these RFO Instructions; and (3) the exclusive remedy available to Seller in the case of such a protest shall be an order of the CPUC that SCE again conduct any portion of the CR-RAM 34 RFO that the CPUC determines was not previously conducted in accordance with these RFO Instructions (including any Associated Documents). Seller expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs and/or attorneys' fees. Unless SCE elects to do otherwise in its sole discretion, during the pendency of such a protest the CR-RAM 34 RFO and any related regulatory proceedings related to the CR-RAM 34 RFO will continue as if the protest had not been filed, unless the CPUC issues an order suspending the CR-RAM 34 RFO or SCE has elected to terminate the CR-RAM 34 RFO.

Seller further acknowledges and agrees that if Seller asserts any Waived Claim, SCE shall be entitled to seek immediate dismissal of Seller's claim, complaint or other challenge, with prejudice, by filing a motion to dismiss (or similar procedural device) supported by the language in this Article Eight and that Seller will not challenge or oppose such a request for dismissal. Seller further acknowledges and agrees that if it asserts any Waived Claim, and if SCE successfully has that claim dismissed or transferred to the CPUC, Seller shall pay SCE's full costs and expenses incurred in seeking such dismissal or transfer, including reasonable attorneys' fees.

Seller agrees to indemnify, defend and hold harmless SCE from any and all claims by any other Seller asserted in response to the assertion of any Waived Claim by Seller or as a result of a Seller's protest to a filing at the CPUC resulting from the CR-RAM 34 RFO.

Except as expressly provided in these RFO Instructions, nothing in these RFO Instructions, including Seller's waiver of any Waived Claims as set forth above, shall in any way limit or otherwise affect the rights and remedies of SCE.

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\*\*\* End of ARTICLE EIGHT \*\*\*

## ARTICLE NINE. SCE RIGHTS AND DOCUMENT CONFLICTS

### 9.01 SCE's Rights

SCE may, at its sole discretion, enter into Final Agreements with one or more entities submitting Offers that will provide the best value to SCE's customers considering a variety of factors as discussed herein.

SCE reserves the right to reject any Offer at any time on the grounds that it does not conform to the terms and conditions of these RFO Instructions.

SCE also retains the right, in its sole judgment, to:

- (a) Subject to D.14-11-042, modify these RFO Instructions, and any of the Associated Documents, as it deems necessary;
- (b) Condition SCE's acceptance of any selected Offer on a Seller's agreement to modifications thereto including any modifications that may be recommended by SCE's PRG; and
- (c) Determine what is or is not "reasonable," as this term is used within these RFO Instructions.

### 9.02 Document Conflicts

In the event of any conflict between terms contained in these RFO Instructions or any of the Associated Documents, the conflict will be resolved by the following priority of documents:

- (a) The *Pro Forma* PPA;
- (b) The CAISO Tariff; and
- (c) These RFO Instructions;

Notwithstanding the foregoing, if a Final Agreement is executed between SCE and Seller, it will have precedence over the documents listed above.

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\*\*\* *End of ARTICLE NINE* \*\*\*

**ATTACHMENT A**  
***CR-RAM PPA Exhibit B Quality Checklist and Generating  
Facility Description Template***

Use this checklist to assist in constructing a complete Exhibit B for your Offer. Remember to label everything and always err on the side of inclusiveness. SCE looks at these documents very closely and has a lot of experience doing so. Projects that don't meet these criteria will be deemed deficient.

<b>General</b>		
1	Remove any and all confidentiality statements from each of the drawings. Confidentiality is covered by the PPA and NDA	
<b>Consistency</b>		
1	The name of the Project on all documents must match the PPA	
2	The Equipment specifications must be consistent among all documents	
3	The Project capacity and other details outlined in this Exhibit B <i>must</i> match the Interconnection Study or GIA	
4	Any discrepancies must be explained in an accompanying letter (if applicable)	
<b>Generating Facility Description</b>		
1	All Offerors <i>must</i> use the template provided	
<b>Site Plan Drawing</b>		
1	The site layout must include major equipment (e.g., boilers, environmental control devices, turbines, transformers, etc.)	
2	Label the Project substation/interconnection point	
3	Label all streets, right of ways, crossings, ingress, egress	
4	Identify adjacent projects (if applicable)	
<b>Single Line Drawing</b>		
1	Show interconnection point (i.e., utility substation name, equipment type and number, circuit name, etc. – as identified in the interconnection study or agreement)	
2	Show metering (e.g., CAISO, SCE, etc.)	
3	Ensure that all elements of the Project are shown to be behind the meter (i.e., on the Project side of the meter) – including provisions for station use	
4	Show ratings for all transformers (e.g., MVA, High & Low voltage, Impedance, etc.)	
5	Show station service power auxiliary transformer	
6	Show breakers, disconnects, relays, etc.	
<b>Process Flow Diagram</b>		
1	Must show all major equipment, fuel inputs, steam flows, electric flows, etc.	
<b>Legal Description of the Site</b>		
1	List of all Assessor's Parcel Numbers (the "APNs") for land parcels that are part of the Site	
2	Matches site plan drawing or site map	
<b>Site Map</b>		
1	Illustrate the location of Project in the county (see example)	
2	Illustrate Highways or landmarks to help locate the Project	
3	Illustrate adjacent projects (if applicable)	
4	Illustrate the Point of Interconnection (if possible)	

**Generating Facility Description**  
*[For Solar PV]*

Name and Address of Generating Facility:

Latitude and Longitude: *[approximate centroid]*

Technology: *[specify fixed tilt OR single-axis tracking OR dual-axis tracking AND monocrystalline silicon OR polycrystalline silicon OR thin film]*

<b>Item</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Rating</b>	<b>Quantity</b>	<b>Total Rating</b>
<b>Photovoltaic Modules</b>			<i>[Rating, in W DC, of a single module]</i>		
<b>Inverter</b>			<i>[include temperature specific to rating, if applicable. e.g. 800kVA @ 50°C]</i>		
<b>Medium Voltage Transformer</b>	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		
<b>Primary Step Up Transformer</b> <i>[if applicable]</i>	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		

*[Unless stated otherwise, all fields in the table are required.]*

Description of Shared Facilities: *[if applicable]*

**Generating Facility Description**  
*[For Biofuel]*

Name and Address of Generating Facility:

Latitude and Longitude: *[approximate centroid]*

Technology: *[specify stoker grate, circulating fluidized bed, etc.]* Boiler

Ultimate Heat Sink: *[specify Evaporative Cooling Tower, Dry Cooling Tower, or River/Lake]*

Fuel Type and Source:

<b>Item</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Rating</b>	<b>Quantity</b>	<b>Total Rating</b>
<b>Steam Generator</b>		<i>[optional]</i>			
<b>Prime Mover</b>		<i>[optional]</i>			
<b>Generator</b>					
<b>Primary Step Up Transformer</b>	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		

*[Unless stated otherwise, all fields in the table are required.]*

Description of Host Facility: *[if applicable]*

Description of Shared Facilities: *[if applicable]*

**Generating Facility Description**  
*[For Wind]*

Name and Address of Generating Facility:

Latitude and Longitude:

Technology: *[Wind]*

*[For Wind]*

<b>Item</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Rating</b>	<b>Quantity</b>	<b>Total Rating</b>
<b>Wind Turbine Generators</b>			<i>[Rating, in kW AC, of a single WTG]</i>		
<b>Medium Voltage Transformer</b>	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		
<b>Primary Step Up Transformer</b> <i>[if applicable]</i>	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		

*[Unless stated otherwise, all fields in the table are required.]*

Description of Shared Facilities: *[if applicable]*

Document comparison by Workshare Compare on Friday, April 13, 2018 10:08:10 AM

<b>Input:</b>	
Document 1 ID	file://C:\Users\smithsa\Downloads\Attachment C - CR-RAM 3 RFO Instructions.docx
Description	Attachment C - CR-RAM 3 RFO Instructions
Document 2 ID	file://C:\Users\smithsa\Downloads\CR-RAM 4 RFO Instructions (20180328).docx
Description	CR-RAM 4 RFO Instructions (20180328)
Rendering set	Standard

<b>Legend:</b>	
<a href="#">Insertion</a>	
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Padding cell	

<b>Statistics:</b>	
	Count
Insertions	152
Deletions	142
Moved from	0
Moved to	0
Style change	0
Format changed	0
<b>Total changes</b>	<b>294</b>

**Attachment B**

**Redline of CR-RAM Rider (DERS)**



RAP ID #[Number], [Name of Seller]

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**GREEN TARIFF SHARED RENEWABLES (GTSR) COMMUNITY RENEWABLES (CR) PROGRAM PROJECT DEVELOPMENT RIDER AND AMENDMENT**

*to the*

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**RENEWABLE POWER PURCHASE AGREEMENT**

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*between*

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**SOUTHERN CALIFORNIA EDISON COMPANY**

*and*

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**[NAME OF SELLER]**

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This Green Tariff Shared Renewables (“GTSR”) Community Renewables (“CR”) Program Project Development Rider and Amendment (“GTSR CR Rider”) to the Agreement (as that term is defined below) dated as of the GTSR CR Rider Effective Date (as that term is defined below) is entered into between Southern California Edison Company, a California corporation (“SCE”), and [Name of Seller], a [Legal Status of Seller] (“Seller”). SCE and Seller are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used herein and not otherwise defined in this GTSR CR Rider shall have the meanings ascribed to such terms in the Agreement.

**RECITALS**

The Parties enter into this GTSR CR Rider with reference to the following facts:

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- A. Concurrently herewith, SCE and Seller enter into that certain Renewable Power Purchase Agreement, (as amended from time to time, the “Agreement”), under which, among other things, Seller is willing to construct, own, and Operate a Generating Facility, consisting of Distributed Energy Resource(s), each of which qualifies, or will qualify, as an ERR, and to sell the Product to SCE, and SCE is willing to purchase the Product from Seller, pursuant to the terms and conditions set forth in this Agreement.
- B. The Parties seek to modify the Agreement in order to incorporate provisions related to the GTSR-CR Decisions.

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*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

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AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

1. The List of Exhibits is amended to add the following at the end thereof:

- “P. Subscribed Customer Reporting Form.
- Q-1. QF Efficiency Monitoring Program – Cogeneration Data Reporting Form.
- Q-2. Fuel Use Standards – Small Power Producer Data Reporting Form.”.

2. Section 1.01 is deleted in its entirety and replaced with the following:

“1.01 Generating Facility and Distributed Energy Resources.

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(a) Name: *[Generating Facility name and the name of each DER that constitutes the Generating Facility].*

(b) Location of each DER Site:

*[DER Site 1 Address:*

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*DER Site 2 Address;*

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*etc....,*

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*each of which is further described in Exhibit B.]*

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*{SCE Comment: Add a DER Site address for each individual DER. List as many DER Site addresses as there are actual DERs}*

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(c) Description: As set forth in Exhibit B.

(d) Product: All electric energy produced by the Generating Facility throughout the Delivery Term, net of Station Use; *[and Site Host Load]* *{SCE Comment: For DERs with Excess-Sales only}*, all Green Attributes *[associated with Qualified Amounts]* *{SCE Comment: For DERs with Excess-Sales only}*; all Capacity Attributes; and all Resource Adequacy Benefits; generated by, associated with or attributable to the Generating Facility throughout the Delivery Term.

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(e) Interconnection Point: *[insert the names or locations of each DER and identify the PNode associated with each DER].* *{SCE Comment: Placeholder for name of substation or method of identifying the location of interconnection to Transmission Provider’s electric system. First point of interconnection must be within SCE’s service territory.}*

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- (f) Delivery Point: At the point of interconnection with the CAISO-Controlled Grid, [insert name or location].  
*{SCE Comment: Placeholder for identifying location on the CAISO-Controlled Grid. For DERs, this will be the location on the CAISO-Controlled Grid associated with the Distributed Energy Resource Aggregation}.*
- (g) ERR Type: [Generation Technology].
- (h) Contract Capacity and DER Contract Capacity:
  - (i) Contract Capacity: [Number] MW. *{SCE Comment: This should equal the total AC nameplate capacity of the Generating Facility. For DERs, this will equal sum of all DER Contract Capacities.}* The Contract Capacity may be reduced as set forth in Section 3.06(ga).

(ii) DER Contract Capacity:

[DER Contract Capacity 1: [Number] MW;  
DER Contract Capacity 2: [Number] MW; etc...]

*{SCE Comment: Add a DER Contract Capacity for each individual DER. List as many DER Contract Capacities as there are actual DERs, and each should equal the AC nameplate capacity for each individual DER.}*

Each DER Contract Capacity may be reduced as set forth in Section 3.06(ga).

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(i) Installed DC Rating and DER Installed DC Rating:

(i) Installed DC Rating: [Number] kW<sub>PDC</sub>. *{SCE Comment: This should equal the Installed DC Rating of the Generating Facility. For DERs, this will equal sum of all DER Installed DC Ratings.}* The Installed DC Rating may be reduced as set forth in Section 3.06(ga).  
*{SCE Comment: For Solar Photovoltaic.}*

(ii) DER Installed DC Rating:

[DER Installed DC Rating 1: [Number] kW<sub>PDC</sub>;  
[DER Installed DC Rating 1: [Number] kW<sub>PDC</sub>; etc...]

*{SCE Comment: Add a DER Installed DC Rating for each individual DER. List as many DER Installed DC Ratings as there are actual DERs, and each should equal the Installed DC Rating for each individual DER}*

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Each DER Installed DC Rating may be reduced as set forth in Section 3.06(ga).  
{SCE Comment: For Solar Photovoltaic DERs only}

(j) Expected Annual Net Energy Production. {SCE Comment: For all technologies except Solar Photovoltaic.}

The Expected Annual Net Energy Production for each Term Year will be the value calculated in accordance with the following formula:  
EXPECTED ANNUAL NET ENERGY PRODUCTION, in kWh  
= A x B x C [- D] {SCE Comment: For DERs with Excess-Sales only}  
Where:  
A = Contract Capacity in kW.  
B = [Number] % capacity factor.  
C = 8,760 hours per year.  
{D = Expected Annual Site Host Load kWh per Term Year} {SCE Comment: For DERs with Excess-Sales only}

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Expected Annual Net Energy Production. {SCE Comment: For Solar Photovoltaic.}  
The Expected Annual Net Energy Production for each Term Year will be the value calculated in accordance with the following formula:

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EXPECTED ANNUAL NET ENERGY PRODUCTION, in kWh  
= A x B x C [- D] {SCE Comment: For DERs with Excess-Sales only}  
Where:  
A = The Installed DC Rating, in kW<sub>PDC</sub>. (As of the Effective Date and until SCE's verification of Seller's installation of the Generating Facility pursuant to Exhibit J, this rating is deemed to be [Number] kW<sub>PDC</sub>.)  
B = [Annual Energy Yield Factor Number] kWh AC per kW<sub>PDC</sub> per year.  
C = Annual degradation factor ("Annual Degradation Factor") in each Term Year as follows:

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<u>Term Year</u>	<u>Annual Degradation Factor</u>
1	
2	
3	
4	
5	
6	
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*[D = Expected Annual Site Host Load kWh per Term Year]  
{SCE Comment: For DERs with Excess-Sales only}*

(k) The Generating Facility is a [*“small power production facility,” as described in 18 CFR §§292.203(a), 292.203(c) and 292.204,*] [*a “topping-cycle cogeneration facility,” as defined in 18 CFR §292.202(d),*] [*and a “bottoming-cycle cogeneration facility,” as defined in 18 CFR §292.202(e).*]  
*{SCE Comment: select all that apply}.”.*

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3. Section 1.03(a) is deleted and replaced with the following:

“Subject to any extensions made pursuant to Sections 3.06(ed) or 5.03, and further subject to Section 1.03(c), the Commercial Operation Date must be no later than the date that is the first day of the month occurring thirty-six months after CPUC Approval (‘Commercial Operation Deadline’).”

4. Section 1.03(b) is deleted and replaced with the following:

“Subject to Section 1.03(d), if Seller has not obtained Permit Approval on or before that date that is ninety (90) days before the first day of the month following the date that is thirty-six (36) months from the date of CPUC Approval, then, upon SCE’s receipt of Notice from Seller, which Notice must be provided at least sixty (60) days before the date that is thirty-six (36) months from the date of CPUC Approval, the Commercial Operation Deadline shall be extended six (6) months from the first day of the month following the date that is thirty-six (36) months from the date of CPUC Approval; *provided, however,* such extension shall not be given if the failure to obtain Permit Approval was as a result of Seller’s failure to take all commercially reasonable actions to apply for and meet all of its requirements and deadlines to obtain such Permit Approval.”

5. Section 1.05(a) is deleted and replaced with the following:

“Subject to Sections 1.05(b) and 1.05(c)(i), the Product Price is: (i) [Dollar amount text] dollars (\$[Number]) per MWh, for Subscribed Delivered Energy, (the ‘Subscribed Product Price’); and (ii) for each TOD Period, the lesser of (x) the DLAP Price plus the Renewable Energy Credit Market Price, and (y) the Subscribed Product Price multiplied by the applicable Product Payment Allocation Factor, for Unsubscribed Delivered Energy (the ‘Unsubscribed Product Price’).”

6. Section 1.05(b) is deleted and replaced with the following:

“(b) Federal Tax Incentives.

If, prior to the commencement of the Term, Federal Investment Tax Credit Legislation is enacted which is applicable to the Generating Facility or to any Distributed Energy Resource, Seller shall provide a Notice to SCE of the effective date of such legislation and the Product Price shall be reduced by \$\_\_\_ per MWh for each percentage point that the level of the investment tax credit is over 10%. *{SCE Comment: Applicable to solar and geothermal projects. Seller should propose the price reduction amount.}*

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If, prior to the commencement of the Term, Federal Production Tax Credit Legislation is enacted which is applicable to the Generating Facility or to

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any Distributed Energy Resource, Seller shall provide a Notice to SCE of the effective date of such legislation and the Product Price shall be reduced by \$.50 per MWh for each dollar (\$1.00) that the production tax credit is over \$23.18.40/MWh.”

*{SCE Comment: Applicable to all other renewable energy projects.}*

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7. A new Section 1.05(d) is added as follows:

“(d) Deliveries Non-Compliant with the Generation Distribution Factor.

If during any Settlement Interval, Seller delivers Metered Amounts that are inconsistent with the Generation Distribution Factor provided to SCE by Seller, then Seller shall be responsible for and pay any and all CAISO charges, CAISO Sanctions, and CAISO Costs incurred by SCE with respect to such Metered Amounts.”

8. Section 1.08 is deleted in its entirety and replaced with the following: “[Intentionally Omitted.]”

9. Section 2.01(b) is deleted and replaced with the following:

“(b) Seller’s Interconnection Queue Position.

Seller must not (i) withdraw any of the Interconnection Queue Position(s) identified in Section 1.07, (ii) assign or transfer any of the Interconnection Queue Position(s) to any entity, or (iii) utilize any of the Interconnection Queue Position(s) for the benefit of any power purchase and sale agreement other than the Agreement, in each case, without SCE’s prior written consent.”

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10. Section 2.02(b)(i) is amended to insert the phrase “that is the first calendar day of a month” after the words “the Commercial Operation Date shall be a date”.

11. Section 2.03(b) is deleted and replaced with the following:

“(b) Termination Rights of SCE.

SCE has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given to Seller, on or before the date that is sixty (60) days after Seller provides to SCE the results of any Interconnection Study or interconnection agreement tendered to Seller by the Transmission Provider if:

(i) The Interconnection Studies or agreements associated with the Generating Facility, as of the date of the termination Notice, estimates, includes,

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specifies or reflects that the maximum total cost of transmission upgrades or new transmission facilities to SCE, or any Transmission Provider under the jurisdiction of the CAISO, including costs reimbursed by SCE, or any Transmission Provider under the jurisdiction of the CAISO, to Seller (“Aggregate Network Upgrade Costs”), may in the aggregate exceed [dollar amount text] dollars (\$[Number]) (“Network Upgrades Cap”), irrespective of any subsequent amendments of such Interconnection Studies or agreements or any contingencies or assumptions upon which such Interconnection Studies or agreements are based; or [SCE Comment: Monetary threshold to be based upon transmission-related costs allocated to the Generating Facility that SCE would incur as estimated in the most recent Interconnection Study(ies).]

- (ii) SCE must procure transmission service from any other Transmission Provider to allow SCE to Schedule electric energy from the Generating Facility and the cost for such transmission service is not reimbursed or paid by Seller.

Notwithstanding anything to the contrary in this Section 2.03(b), SCE shall have no right to terminate this Agreement under this Section 2.03(b), if Seller, concurrently with its provision of the relevant Interconnection Study or agreement pursuant to Section 3.17(a), irrevocably agrees that Seller shall owe to SCE (I) the amount by which the Aggregate Network Upgrade Costs exceed the Network Upgrades Cap (“Excess Network Upgrade Costs”), and (II) any costs for transmission services specified in Section 2.03(b)(ii). If Seller elects to pay, without reimbursement, for the Excess Network Upgrade Costs pursuant to this Section 2.03(b), in no event shall Seller have any interest in or rights or title to any Network Upgrades (as defined in the CAISO Tariff) or Congestion Revenue Rights (as defined in the CAISO Tariff) in connection with the development of the Generating Facility or the delivery of Product to SCE pursuant to this Agreement.”

- 12. Sections 2.04(a)(xiii) and (xiv) are deleted and replaced with the following:

“(xiii) Seller’s obligations under Sections 1.05(d), 3.01(d)(iv), [3.05(a)(i)(1)] [SCE Comment: for DERs with Shared Facilities only], 3.31, and 3.34; and

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(xiv) The obligation of Seller to transfer Green Attributes associated with Product, in accordance with Section 3.01(b), for which SCE has paid the Product Price for or issued a bill credit for.”

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- 13. Section 2.04(b) is amended to: (i) add the phrase “lesser of the Subscribed Product Price and the Unsubscribed” to the second paragraph after the phrase “Capacity Attributes and Resource Adequacy Benefits to SCE at the” and before the words “Product Price”; and

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(ii) delete the word “the” and replace it with the word “each” in the first parenthetical of the third paragraph after the word “including” and before the phrase “Interconnection Queue Position”.

14. Section 3.01(d)(iv) is amended to delete the parenthetical “(which cost shall not be subject to the Compliance Expenditure Cap)”.

15. Section 3.03 is deleted and replaced with the following: “Throughout the Delivery Term, Seller shall not sell the Product (or any portion thereof) to any entity other than: (i) to SCE, and (ii) to Customers in accordance with the CSA.”.

16. Section 3.05 is deleted and replaced with the following:

“3.05 Permits, Interconnection and Transmission Service Agreements, and CAISO Tariff Compliance.

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- (a) Seller shall obtain and maintain throughout the Delivery Term any and all interconnection and transmission service rights and Permits required to effect delivery of the electric energy from each Distributed Energy Resource to the Distributed Energy Resource Aggregation and from the Distributed Energy Resource Aggregation to the Delivery Point.
- (b) Seller shall be responsible for all costs and charges directly caused by, associated with, or allocated to the interconnection of each Distributed Energy Resource and the Distributed Energy Resource Aggregation to Transmission Provider’s electric system and transmission of electric energy from each Distributed Energy Resource and the Distributed Energy Resource Aggregation to the Transmission Provider’s electric system.
- (c) Seller shall comply with the CAISO Tariff, including securing and maintaining in full force all required CAISO agreements, certifications and approvals.
- (d) Seller shall secure through the CAISO the CAISO Resource ID that is to be used solely for the Generating Facility.
- (e) Seller shall comply with the requirements of the CAISO Tariff applicable to Distributed Energy Resources, a Distributed Energy Resource Provider, and a Distributed Energy Resource Aggregation.

*{SCE Comment: Language applicable to projects that do not utilize Shared Facilities.}*

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- (a) Seller shall obtain and maintain throughout the Delivery Term any and all interconnection and transmission service rights and Permits required to effect delivery of the electric energy from each Distributed Energy Resource to the

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Distributed Energy Resource Aggregation and from the Distributed Energy Resource Aggregation to the Delivery Point. Each interconnection agreement shall provide for interconnection capacity available or allocable to each Distributed Energy Resource that is no less than the applicable DER Contract Capacity. The ownership and use of the Shared Facilities (including the interconnection agreement itself) are or will be subject to a co-tenancy or similar sharing agreement (collectively, "Shared Facilities Agreement(s)"), under which Shared Facilities Agreements an Affiliate of Seller may act as a manager on behalf of Seller and the Other Seller(s) under the interconnection agreement ("Affiliate Manager"). Seller shall ensure that, from the Effective Date and continuing throughout the Term, Seller shall have sufficient interconnection capacity and rights under or through the interconnection agreement and the Shared Facilities Agreements, if any, to interconnect the particular DERs that are sharing facilities with the CAISO-Controlled Grid, and to fulfill its obligations under this Agreement. In connection with each interconnection agreement and each Shared Facilities Agreement, the following shall apply:

(i) The Shared Facilities Agreements shall provide that:

- (1) the Other Seller(s), the Affiliate Manager and the Interconnection Affiliate (if different from the Seller or Other Seller(s)) shall fully indemnify Seller, SCE, and Seller's Customers for any liability arising out of its respective acts or omissions in regards to its respective performance obligations under the interconnection agreement and any Shared Facilities Agreement in which such party is a counterparty with Seller,
- (2) Seller shall have the right to correct, remedy, mitigate, or otherwise cure any omission, failure, breach or default by Other Seller, Affiliate Manager, or Interconnection Affiliate (if different from the Seller or Other Seller(s)) that would negatively impact Seller's obligations under this Agreement, under the interconnection agreement, or under any Shared Facilities Agreement in which Seller is a counterparty, and
- (3) any instruction from the CAISO or Transmission Provider to curtail energy deliveries shall be allocated between the particular DERs that are sharing facilities and the Other Generating Facility(ies) on a pro rata basis based upon installed capacity, except when such pro rata allocation would be in violation of the applicable curtailment instruction.

(ii) Seller shall, or shall cause the Interconnection Affiliate (if different from Seller), to apply for and expeditiously seek FERC's acceptance of any Shared Facilities Agreement(s), if required.

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(iii) Seller shall not assign or transfer Seller’s rights or obligations under the interconnection agreement or any Shared Facilities Agreement to any person or entity without the prior written consent of SCE, which consent shall not be unreasonably withheld.

- (b) As between SCE and Seller under this Agreement, Seller shall be responsible for all costs and charges directly caused by, associated with, or allocated to Seller, the Interconnection Affiliate, the Affiliate Manager, or the Other Seller(s) under the interconnection agreement, the Shared Facilities Agreement, if any, and the CAISO Tariff, in connection with the interconnection of the Generating Facility to the Transmission Provider’s electric system and transmission of electric energy from the Generating Facility to the Transmission Provider’s electric system.
- (c) Seller shall, or shall cause the Interconnection Affiliate, as applicable, to comply with the CAISO Tariff, including securing and maintaining in full force and effect all required CAISO agreements, certifications and approvals.
- (d) Seller shall, or shall cause the Interconnection Affiliate, as applicable, to secure through the CAISO the CAISO Resource ID that is to be used solely for this Generating Facility.
- (e) Seller shall, or shall cause the Interconnection Affiliate, as applicable, to comply with the requirements of the CAISO Tariff applicable to Distributed Energy Resources, a Distributed Energy Resource Provider, and a Distributed Energy Resource Aggregation, or each applicable equivalent successor.
- (f) Seller shall, or shall cause the Interconnection Affiliate to, as applicable, comply with the metering requirements of the CAISO Tariff applicable to a: (i) Distributed Energy Resource Aggregation, (ii) Distributed Energy Resource Provider, (iii) Distributed Energy Resource, and (iv) Scheduling Coordinator for a Distributed Energy Resource Aggregation, or each applicable equivalent successor, for the Generating Facility.

[SCE Comment: Language applicable to projects that utilize Shared Facilities.]”

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17. Section 3.06(e)(i)a) is deleted and replaced with the following:

~~“(i) Subject to the Commercial Operation Date occurring on or before the Commercial Operation Deadline or any extended Commercial Operation Deadline as provided in this Agreement, if Seller demonstrates the full [Installed DC Rating specified in Section 1.01(i) and the full DER Installed DC Rating for each Distributed Energy Resource specified in Section 1.01(i)] [SCE Comment: For Solar Photovoltaic] [Contract Capacity specified in Section 1.01(h) and the DER Contract Capacity for each Distributed Energy Resource specified in Section 1.01(h)] [SCE Comment: For all technologies except Solar Photovoltaic] in accordance with the procedure set forth in Exhibit J; or”~~

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18. Section 3.06(g) is deleted and replaced with the following:

(a) Modification of Special Conditions.

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- (i) If the Contract Capacity or a DER Contract Capacity, each as set forth in Section 1.01(h) is greater than the Demonstrated Contract Capacity or the applicable DER Demonstrated Contract Capacity, respectively, then:
  - (1) The Contract Capacity or DER Contract Capacity, as applicable, will be reduced to an amount equal to the Demonstrated Contract Capacity or the applicable DER Demonstrated Contract Capacity;

- (2) The Expected Annual Net Energy Production will be recalculated using such adjusted Contract Capacity; and
- (3) The Performance Assurance Amount for the Performance Assurance required to be posted and maintained pursuant to Section 8.0203 will be recalculated using such adjusted Contract Capacity, and any amount of Performance Assurance in excess of that required for the adjusted Contract Capacity will be returned to Seller.  
*{SCE Comment: For all technologies except Solar Photovoltaic}*

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- (ii) If the Installed DC Rating or the DER Installed DC Rating, each as set forth in Section 1.01(i) is greater than the Demonstrated Installed DC Rating or the DER Demonstrated Installed DC Rating, respectively,

- (1) The Installed DC Rating or the DER Installed DC Rating, as applicable, will be reduced to an amount equal to the Demonstrated Installed DC Rating or the DER Demonstrated Installed DC Rating, as applicable;
- (2) The Expected Annual Net Energy Production will be recalculated using such adjusted Installed DC Rating; and
- (3) The Performance Assurance Amount for the Performance Assurance required to be posted and maintained pursuant to Section 8.0203 will be recalculated using such adjusted Installed DC Rating, and any amount of Performance Assurance in excess of that required for the adjusted Installed DC Rating will be returned to Seller.  
*{SCE Comment: For Solar Photovoltaic}*

- (iii) Neither Party will have any liability for failure to purchase or deliver Product associated with or attributable to capacity in excess of the Demonstrated Installed DC Rating, the DER Demonstrated Installed DC Rating, the Demonstrated Contract Capacity, or the DER Demonstrated Contract Capacity ("Unincluded Capacity"), subject to Section 3.06(hb)."

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18. Section 3.06(e) is deleted and replaced with the following:

“Subject to Section 8.02(c)(i) and the Commercial Operation Date occurring on or before the Commercial Operation Deadline or any extended Commercial Operation Deadline as provided in this Agreement, if Seller demonstrates the full [Installed DC Rating specified in Section 1.01(i) and the full DER Installed DC Rating for each Distributed Energy Resource specified in Section 1.01(i)] [SCE Comment: For Solar Photovoltaic] [Contract Capacity specified in Section 1.01(h) and the DER Contract Capacity for each Distributed Energy Resource specified in Section 1.01(h)] [SCE Comment: For all technologies except Solar Photovoltaic], in accordance with the procedure set forth in Exhibit J; then SCE shall return the full Development Security.”.

19. Section 3.07(a)(ii) is amended to delete the parenthetical “(calculated in accordance with Exhibit K)”.

20. Section- 3.08 is deleted and replaced with the following:

“3.08 Metering, Communications, Telemetry and Meteorological Station(s).

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(a) CAISO Approved Meter and CAISO Approved DER Meter.

Seller shall, at its own cost, install, maintain and test all CAISO Approved DER Meter(s) for each Distributed Energy Resource and CAISO Approved Meters for the Distributed Energy Resource Aggregation.

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*[SCE Comment: Language applicable to projects that do not use a shared transformer.]*

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(b) Check Meter.

Seller will permit SCE to furnish and install one Check Meter on the high voltage side of the step-up transformer, substation, or any other location at SCE’s sole discretion, associated with each Distributed Energy Resource and the Distributed Energy Resource Aggregation in compliance with the applicable utility electric service requirements. Each Check Meter must be interconnected with SCE’s communication network to permit:

- (i) Periodic, remote collection of revenue quality meter data; and
(ii) Back-up real time transmission of operating-quality meter data.

*[SCE Comment: Language applicable to projects that do not use a shared transformer.]*

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(c) SCE’s Access to Meters.

(i) Subject to Section 3.18, Seller hereby grants SCE reasonable access to all CAISO Approved DER Meter(s), CAISO Approved Meters and Check

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Meters for meter readings and any purpose necessary to effectuate this Agreement.

- (ii) Seller shall promptly provide SCE access to all meter data and data acquisition services both in real-time, and at later times, as SCE may reasonably request.
- (iii) Prior to the Commercial Operation Date, Seller shall provide instructions to the CAISO granting authorizations or other documentation sufficient to provide SCE with access to the CAISO Approved Meter(s) , CAISO Approved DER Meter(s), and to Seller’s settlement data on OMAR.

(d) CAISO Approved Meter Maintenance and CAISO Approved DER Meter Maintenance.

- (i) Seller shall test and calibrate the CAISO Approved DER Meter(s) and the CAISO Approved Meter(s), as necessary, but in no event will the period between testing and calibration dates be greater than twelve (12) months.
- (ii) Seller shall bear its own costs for any meter check or recertification of the CAISO Approved DER Meter(s) and the CAISO Approved Meter(s).
- (iii) Seller shall replace each CAISO Approved DER Meter(s) and the CAISO Approved Meter battery at least once every thirty-six (36) months or such shorter period as may be recommended by the CAISO Approved DER Meter(s) or CAISO Approved Meter manufacturer, as applicable.

Notwithstanding the foregoing, if a CAISO Approved DER Meter or a CAISO Approved Meter battery fails, Seller shall replace such battery within one (1) day after becoming aware of its failure.

- (iv) Seller shall use certified test and calibration technicians to perform any work associated with the CAISO Approved DER Meter(s) and the CAISO Approved Meter(s).
- (v) Seller shall inform SCE of test and calibration dates, provide SCE with access to observe and witness such testing and calibration, and provide SCE certified results of tests and calibrations within thirty (30) days after completion.

(e) SCADA and Telemetry System.

All communication, metering, telemetry, and associated generation operation equipment will be centralized into the *[Distributed Energy Resource Aggregation’s] {SCE Comment: For DERs} [Generating Facility’s] {SCE: Comment: For non-DER Generating Facilities}* SCADA. Seller shall configure the SCADA so that SCE may access it via the GMS from the GOC. Seller shall link the systems via an approved SCE communication network, utilizing existing industry standard network protocol, as approved by SCE. The connection will be

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bidirectional in nature and used by the Parties to exchange all data points to and from the GOC. Seller shall be responsible for the costs of installing, configuring, maintaining and operating the SCADA and internal site links for the Distributed Energy Resource Aggregation.

Seller shall be responsible for designing, furnishing, installing, operating, maintaining and testing a real time Telemetry System capable of interconnecting to the GMS, the CAISO Approved Meter(s) and the Distributed Energy Resource Aggregation’s control system with the CAISO’s Energy Communication Network.

Seller shall be responsible for designing, furnishing, installing, operating, maintaining and testing a real time DER Telemetry System capable of allowing the Distributed Energy Resource Aggregation’s control system to interconnect to and control each Distributed Energy Resource, permitting each Distributed Energy Resource to comply with any CAISO dispatch or curtailment pursuant to Section 3.12(g).

The Telemetry System shall be designed in accordance with the CAISO monitoring and communication requirements and must be capable of:

- (i) Reporting data from each CAISO Approved Meter;
- (ii) Providing the status of key control points from the Distributed Energy Resource Aggregation’s control system;
- (iii) Routing generating unit set points to the Distributed Energy Resource Aggregation’s control system; and
- (iv) Communicating availability of the Generating Facility pursuant to Section 3.08(g).

The Telemetry System must include a data processing gateway, internet connection, interconnecting cabling and all service agreements required for accessing the CAISO’s Energy Communications Network.

The above mentioned connections and data transfer must be included in the systems engineering tasks as a part of the construction of the Generating Facility, and must be fully functional before Commercial Operation.

The DER Telemetry System shall be designed in accordance with the CAISO monitoring and communication requirements and must be capable of complying with the requirements set forth in CAISO Tariff applicable to a Distributed Energy Resource, a Distributed Energy Resource Provider, a Distributed Energy Resource Aggregation, and any requirement applicable to a Scheduling Coordinator for a Distributed Energy Resource Aggregation.

**(f) Meteorological Station(s) and Reporting Requirements.**

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If required by the CAISO, Seller, at its own expense, shall install and maintain one (1) or more stand-alone meteorological stations at each Distributed Energy Resource in accordance with Exhibit O to monitor and report weather data to both the CAISO and the existing SCE weather station data collection system.

The station(s) must be installed at least sixty (60) days before Commercial Operation.

The station(s) must be equipped with the Meteorological Equipment, as may be modified by Seller at SCE's direction from time to time to reflect the CAISO's PIRP/EIRP protocol and the requirements of Exhibit K.

The station(s) must be designed to collect and record data in accordance with CAISO's PIRP/EIRP protocols and the requirements of Exhibit K.

Data reports must be formatted in a manner consistent with the CAISO requirements published on the CAISO internet website.

Telemetry equipment must be designed to function in accordance with CAISO's PIRP/EIRP protocols.

The station(s) must be equipped to measure and record the minimum data required by the CAISO, in the manner specified by the CAISO.

Seller shall submit to SCE for review and approval, Seller's technical specifications for the meteorological station(s) along with a site plan showing the location of the station(s), the location of all [Wind Turbines, the wind rose for the Site], [Solar Generating Units, Photovoltaic Modules, Current Inverters,] and other prominent features, as applicable.

*{SCE Comment: Intermittent only.}*

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Seller shall calibrate all first and second class thermopile pyranometers to the same nationally recognized standard and apply temperature correction to the measurement. Seller's Telemetry System shall transmit the calibrated data to SCE. Such temperature correction shall be based upon a calibration of the actual instrument or to a generic temperature curve that is supported by data from a nationally recognized testing laboratory to be representative of the exact vintage and model of instruments to be used by the Seller. Furthermore, Seller shall calibrate all thermopile pyranometers, regardless of type, every Term Year and upon SCE's reasonable request.

*{SCE Comment: Solar photovoltaic only.}*

(g) Real-Time Communication of Availability.

- (i) Prior to the Commercial Operation Date, Seller shall install a telecommunication system and demonstrate to SCE's reasonable satisfaction that the system interfaces with the Web Client and the GMS to provide SCE with Seller's Real-Time Availability.

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- (ii) Seller shall maintain the telecommunications path, the hardware, and software to provide quality data to SCE throughout the Delivery Term.
- (iii) Upon Notice from SCE, Seller shall repair or have corrected as soon as possible, but no later than five (5) days after receipt of such Notice any:
  - (1) Inoperable telecommunications path;
  - (2) Inoperable software; or
  - (3) Faulty instrumentation.
- (iv) Seller shall submit an Actual Availability Report pursuant to Section 3.22 for any month in which Seller’s telecommunications system was not available or did not provide quality data for longer than twenty-four (24) continuous hours.”.

21. Section 3.09(a) is deleted and replaced with the following:

“(a) This Agreement is DER Site specific as set forth in Section 1.01(b). Seller may change the location of any DER Site only upon SCE’s prior written consent, which consent is in SCE’s sole discretion.”.

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22. Section 3.11(a) is deleted and replaced with the following:

“(a) Designing and constructing the Generating Facility and the Distributed Energy Resource Aggregation;”.

23. Section 3.11(c)(i) is deleted and replaced with the following:

“(i) Site plan drawings for the Generating Facility and the Distributed Energy Resource Aggregation;”.

24. Section 3.11(c)(vi) is deleted and replaced with the following:

“(vi) Longitude and latitude of the centroid of each DER Site;”.

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25. Section 3.12 is deleted and replaced with the following:

“3.12 Operation and Record Keeping.

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- (a) Seller shall Operate the Generating Facility and the Distributed Energy Resource Aggregation in accordance with Prudent Electrical Practices.
- (b) Seller shall comply with Operating orders in compliance with the CAISO Tariff and any interconnection agreement.
- (c) On or prior to the Commercial Operation Date:

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- (i) SCE shall have obtained or waived CPUC Approval;
- (ii) Seller shall obtain CEC ~~Pre-Certification~~PreCertification;
- (iii) Seller shall take all steps necessary to ensure that SCE becomes authorized by the CAISO to Schedule the electric energy produced by the Generating Facility and aggregated by Seller to the Distributed Energy Resource Aggregation with the CAISO;
- (iv) SCE shall have been authorized by the CAISO to Schedule the electric energy produced by the Generating Facility and aggregated by Seller to the Distributed Energy Resource Aggregation with the CAISO;
- (v) Seller shall demonstrate to SCE’s reasonable satisfaction that Seller has executed all necessary Transmission Provider and CAISO agreements, including those applicable to a Distributed Energy Resource, a Distributed Energy Resource Provider, and a Distributed Energy Resource Aggregation;
- (vi) Seller shall provide to SCE each DLF used by the Transmission Provider in the administration of the transmission service agreement for the Generating Facility;
- (vii) Seller shall be Forecasting to SCE in accordance with Exhibit D;
- (viii) Seller shall commence delivering electric energy to SCE at the Delivery Point and the Generating Facility is operating in parallel with Seller’s Transmission Provider;
- (ix) Seller shall have installed and placed in operation all equipment and systems required under Section 3.08;  
*{SCE Comment: Intermittent only.}*
- (x) Seller shall have registered with the NERC as the Generating Facility’s Generator Owner and Generator Operator if Seller is required to be a registered entity pursuant to the NERC Reliability Standards;
- (xi) Seller shall have furnished to SCE all insurance documents required under Section 10.11;
- (xii) Seller shall have delivered to Buyer no later than sixty (60) days prior to the anticipated Commercial Operation Date the Subscription Information and Bill Credit Instructions required under Section 3.29 containing the information required by such report;
- (xiii) Buyer shall have confirmed in writing that it has verified, with respect to each Subscribed Customer listed in the Subscription Information and Bill Credit Instructions delivered pursuant to Section 3.12(c)(xii) that: (x) such Customer has enrolled in Buyer’s CR Tariff; and (y) the Subscription amount for such Customer (1) does not exceed one hundred twenty

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percent (120%) of such Customer’s forecasted annual load, as such load is reasonably determined by Buyer based on historical usage data, and (2) is projected to be an amount of energy per year equal to or greater than: (A) 100 kWh per month on average, calculated on an annual basis or (B) twenty five percent (25%) of such Customer’s load, or as otherwise required by Green-e® Energy;

- (xiv) Seller shall deliver to Buyer an original legal opinion, in form and substance acceptable to Buyer, and addressed to Buyer. The legal opinion shall state that the transactions between the Customers and Seller either (x) do not involve the offer or sale of ‘securities’ under California or federal law, or, (y) to the extent that such transactions involve the offer or sale of securities under California or federal law, the transactions (1) involve the offer or sale of securities that are registered under federal securities law and exempt from qualification under California securities law, (2) involve the offer or sale of securities that are registered under federal securities law and are qualified under California securities law, (3) involve the offer or sale of securities that are exempt from registration under federal securities law and are qualified under California securities law, or (4) involve the offer or sale of securities that are exempt from registration under federal securities law and exempt from qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to Buyer in its reasonable discretion. The Seller must submit to Buyer an attestation from an officer of Seller that the fact certificate provided by an officer of the Seller to the law firm issuing the legal opinion is true and complete and that Seller’s business model with Customers is, and throughout the Delivery Term will be, as described in the legal opinion;
- (xv) Seller shall take all steps necessary to ensure that SCE in its capacity as Scheduling Coordinator shall have access to the CAISO Approved DER Meter data;
- (xvi) Seller shall provide SCE with a copy of the Master File for the Distributed Energy Resource Aggregation;
- (xvii) Seller shall provide SCE with a copy of Seller’s Generation Distribution Factor, and
- (xviii) Seller shall demonstrate to SCE’s reasonable satisfaction that the Generating Facility and each DER is a Qualifying Facility.
- (d) Seller shall keep a daily operations log for the Generating Facility that shall include the following information:

(i) Availability of the Generating Facility;  
*{SCE Comment: All technologies except Solar Photovoltaic.}*

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Availability of the Inverter Block Units and associated Current Inverters;  
{SCE Comment: Solar Photovoltaic only.}

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- (ii) Circuit breaker trip operations;
- (iii) Any significant events related to the Operation of the Generating Facility;
- (iv) Real and reactive power and energy production;
- (v) Changes in Operating status;
- (vi) Protective apparatus operations;
- (vii) Any unusual conditions found during inspections;
- (viii) Electric energy production, fuel consumption and efficiency (if applicable); and
- (ix) Status and settings of generator controls including automatic voltage regulator and power system stabilizer.

(e) Seller shall log changes in the generator output setting if it is "block-loaded" to a specific kW capacity.  
{SCE Comment: Baseload only.}

Seller shall maintain complete records of the Generating Facility's wind speeds and other pertinent meteorological conditions and operational status of each Wind Turbine.  
{SCE Comment: Wind only.}

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Seller shall maintain complete records of the Generating Facility's direct normal insolation, other pertinent meteorological conditions and operational status of each Solar Distributed Energy Resource.  
{SCE Comment: Solar Thermal only.}

Seller shall maintain complete records of the Generating Facility's plane of array insolation, other pertinent meteorological conditions and operational status of each Inverter Block Unit.  
{SCE Comment: Solar Photovoltaic only.}

Seller shall maintain complete records of the Generating Facility's fuel consumption if a biomass or landfill generating facility, or geothermal fluid consumption if a geothermal generating facility.  
{SCE Comment: Biomass and Geothermal only.}

(f) Seller shall keep a maintenance log for the Generating Facility that shall include information on maintenance (both breakdown and preventative) performed, outages, inspections, manufacturer recommended services and replacement, electrical characteristics of the generators, control settings or adjustments of equipment and protective devices.

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Seller shall maintain documentation of all procedures applicable to the testing and maintenance of the Generating Facility protective devices as necessary to comply with NERC Reliability Standards applicable to protection systems for large electric generators, if Seller is required to be a registered entity pursuant to the NERC Reliability Standards.

Such information in Sections 3.12(d), 3.12(e) and 3.12(f) above shall be provided or made available to SCE within twenty (20) days after any Notice.

- (g) Seller shall promptly curtail the production of the Generating Facility:
  - (i) Upon Notice from SCE that Seller has been instructed by the CAISO or Transmission Provider to curtail energy deliveries; *provided*, solely the action of the CAISO issuing a Schedule shall not by itself constitute an instruction by the CAISO to curtail energy deliveries pursuant to this Section 3.12(g)(i);
  - (ii) Upon Notice that Seller has been given a curtailment order or similar instruction in order to respond to an Emergency; or
  - (iii) If SCE, in its capacity as Buyer under this Agreement, issues a Curtailment Order.
- (h) Information maintained pursuant to this Section 3.12 shall be kept by Seller throughout the Delivery Term and shall be provided or made available to SCE within twenty (20) days after any Notice.
- (i) Seller must be interfaced with SCE’s Generation Management System and be responsive to 5-minute Dispatch Instruction and other applicable CAISO Tariff rules.”.

26. Section 3.13 is deleted and replaced with the following:

“3.13 Obtaining Scheduling Coordinator Services.

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Seller shall comply with all applicable CAISO Tariff procedures, protocol, rules and testing as necessary for SCE to submit Bids for the electric energy produced by the Generating Facility and the Distributed Energy Resource Aggregation.

- (a) Designating SCE as Scheduling Coordinator.
  - (i) At least thirty (30) days before the Commercial Operation Date, Seller shall take all actions and execute and deliver to SCE all documents necessary to authorize or designate SCE, or SCE’s designee, as the Scheduling Coordinator throughout the Delivery Term.
  - (ii) Throughout the Delivery Term, Seller shall not authorize or designate any other party to act as Scheduling Coordinator, nor shall Seller perform, for its own benefit, the duties of Scheduling Coordinator.

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(iii) Seller is responsible for and shall pay SCE an amount equal to the costs (including the costs of SCE employees or agents) SCE incurs, as determined in SCE's sole discretion, as a result of SCE being designated as the Generating Facility's Scheduling Coordinator including the costs associated with the registration of the Distributed Energy Resource Aggregation with the CAISO, and the installation, configuration, and testing of all equipment and software necessary for SCE to act as Scheduling Coordinator or to Schedule the Generating Facility ("SC Set-up Fee"); *provided*, the SC Set-up Fee shall not exceed \$~~50~~20,000.

(b) Replacement of SCE as Scheduling Coordinator.

At least forty-five (45) days before the end of the Term, or as soon as practicable before the date of any termination of this Agreement before the end of the Term, Seller shall take all actions necessary to terminate the designation of SCE, or SCE's designee, as Seller's Scheduling Coordinator as of hour ending 24:00 on the last day of the Term. These actions include the following:

- (i) Seller shall submit to the CAISO a designation of a new Scheduling Coordinator for Seller to replace SCE;
- (ii) Seller shall cause the newly designated Scheduling Coordinator to submit a letter to the CAISO accepting the designation; and
- (iii) Seller shall inform SCE of the last date on which SCE will be Seller's Scheduling Coordinator. SCE must consent to any date other than the last day of the Term, such consent not to be unreasonably withheld."

27. Section 3.17 is deleted and replaced with the following:

"3.17 Provision of Information.

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Seller shall promptly provide to SCE copies of:

- (a) Within ten (10) Business Days of receipt thereof, copies of any Interconnection Study or the interconnection agreement tendered to Seller by the Transmission Provider and, concurrently with the provision of the first Interconnection Study or interconnection agreement tendered to Seller by the Transmission Provider that may give rise to a termination right of SCE under Section 2.03(b), Seller shall also provide SCE a Notice of Seller's irrevocable election to exercise or not exercise its right to assume financial responsibility for any Excess Network Upgrade Costs pursuant to Section 2.03(b), with a failure to provide such an election deemed to be an election not to exercise such rights;
- (b) All applications and approvals or disapprovals relating to CEC ~~Pre-Certification~~PreCertification, CEC Certification, CEC Verification, any Permit and PIRP/EIRP (in the event SCE requests Seller to apply to be in PIRP/EIRP);

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- (c) All final and revised copies of material reports, studies and analyses furnished by the CAISO or any Transmission Provider, and any correspondence related thereto, concerning the interconnection of the Generating Facility to the Transmission Provider’s electric system or the transmission of electric energy on the Transmission Provider’s electric system;
- (d) All notifications of adjustments in the DLF used by the Transmission Provider in the administration of the transmission service agreement for the Generating Facility within thirty (30) days of receiving such notification from the Transmission Provider;

(e) A copy of the Final Wind Report, and any updates thereafter for the time period beginning on the Effective Date and ending on the last day of the first Term Year;  
*[SCE Comment: Wind only.]*

All Geothermal Reservoir Reports, and any revisions thereto, for the time period beginning on the Effective Date and ending on the last day of the first Term Year;  
*[SCE Comment: Geothermal only.]*

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All Solar Resource Evaluation Reports, and any revisions thereto, for the time period beginning on the Effective Date and ending on the last day of the first Term Year;  
*[SCE Comment: Solar only.]*

- (f) Any reports, studies, or assessments of the Generating Facility prepared for Seller by an independent engineer; and
- (g) All Generating Facility, Distributed Energy Resource Aggregation, and metering information as may be requested by SCE, including the following, at least thirty (30) days before the Commercial Operation Date:

For each CAISO Approved DER Meter and CAISO Approved Meter:

- (i) Generating Station/Unit ID;
- (ii) CAISO Resource ID;
- (iii) CAISO Approved Meter Device ID;
- (iv) Password;
- (v) CAISO Approved DER Meter Device ID;
- (vi) Data path (network (ECN) or modem);
- (vii) If modem, phone number;
- (viii) Copy of meter certification(s);
- (ix) List of any CAISO metering exemptions (if any); and

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- (x) Description of any compensation calculations such as transformer losses and line losses.

For the Generating Facility:

- (1) Utility transmission/distribution one line diagram;
- (2) Physical location, address or descriptive identification;

(3) Latitude and longitude of *[the centroid and each corner of each DER]* *{SCE Comment: For solar only} [each Distributed Energy Resource]* *{SCE Comment: For all other technologies} [, and all Meteorological Equipment];* *{SCE Comment: Intermittent only.}*

- (4) Telephone number on site;
- (5) Telephone number of control room;
- (6) Telephone number for operational issues; and
- (7) Telephone number for administrative issues.

(h) The names of the Interconnection Point(s) and the Delivery Point within thirty (30) days after Seller’s receipt of such information from the Transmission Provider or CAISO, as applicable.

*{SCE Comment: Applicable if the official names of the Interconnection Point or Delivery Point are not known as of the Effective Date.}*

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- (i) No later than twenty (20) days after each semi-annual period ending on June 30<sup>th</sup> or December 31<sup>st</sup>, a report listing all Diverse Business Enterprises that supplied goods or services to Seller during such period, including any certifications or other documentation of such Diverse Business Enterprises status as such and the aggregate amount paid to Diverse Business Enterprises during such period.
  - (i) SCE has the right to disclose to the CPUC all such information provided by Seller pursuant to this Section 3.17(i).
  - (ii) Seller shall make reasonable efforts to accommodate requests by the CPUC (or by SCE in response to a request by the CPUC) to audit Seller in order to verify data provided by Seller pursuant to this Section 3.17(i).
- (j) Internal Revenue Service tax Form W-9 and California tax Form 590 (or their equivalent), completed with Seller's information, and any other documentation necessary for SCE to comply with its tax reporting or withholding obligations with respect to Seller, within ten (10) Business Days of Seller’s receipt of Notice from SCE requesting the same.
- (k) [Intentionally Omitted].

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- (l) Settlement Quality Meter Data for each Distributed Energy Resource and for the Distributed Energy Resource Aggregation, within ten (10) Business Days of Seller’s receipt of Notice from SCE requesting the same.
- (m) Seller shall keep all operating records required of a Qualifying Facility by any applicable CPUC order as well as any additional information that may be required of a Qualifying Facility in order to demonstrate compliance with all applicable standards which have been adopted by the CPUC.
- (n) If the Generating Facility is a ‘qualifying cogeneration facility’ as contemplated in 18 CFR Section 292.205, then within thirty (30) days following the end of each calendar year, and within thirty (30) days following the end of the Delivery Term, Seller shall provide to Buyer:
  - (i) A copy of a FERC order waiving for the Generating Facility, the applicable operating and efficiency standards for qualifying cogeneration facilities for the applicable year; or
  - (ii) A completed copy of Buyer’s ‘QF Efficiency Monitoring Program – Cogeneration Data Reporting Form,’ substantially in the form of Exhibit Q-1, with calculations and verifiable supporting data, which demonstrates the compliance of the Generating Facility with cogeneration Qualifying Facility operating and efficiency standards set forth in 18 CFR Section 292.205 ‘Criteria for Qualifying Cogeneration Facilities,’ for the applicable year.
- (o) If the Generating Facility is a ‘qualifying small power production facility’ as contemplated in 18 CFR Section Sections 292.203(a), 292.203(c) and 292.204, then within thirty (30) days following the end of each year, and within thirty (30) days following the end of the Delivery Term, Seller shall provide to Buyer:
  - (i) A copy of a FERC order waiving for the Generating Facility, the applicable operating and fuel use standards for qualifying small power production facilities for the applicable year; or
  - (ii) A completed copy of Buyer’s ‘Fuel Use Standards – Small Power Producer Data Reporting Form,’ substantially in the form of Exhibit Q-2, with calculations and verifiable supporting data, which demonstrates the compliance of the Generating Facility with small power producer Qualifying Facility fuel use standards set forth in 18 CFR Section 292.204 ‘Criteria for Qualifying Small Power Production Facilities,’ for the applicable year.”.

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28. Section 3.19(a) is deleted and replaced with the following:

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“(a) Within thirty (30) days after the Commercial Operation Date, Seller shall file an application or other appropriate request with the CEC for CEC Certification for each Distributed Energy Resource, the Distributed Energy Resource Aggregation, or the Generating Facility, as applicable.”

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29. Section 3.21(c) is deleted and replaced with the following:

“(c) Product Replacement Damage Amount Calculation.

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The Lost Output amount that will be used by SCE in the Product Replacement Damage Amount calculation, set forth in Exhibit F, will be the amount reasonable determine by SCE.”

30. The first paragraph of Section 3.22(a) is deleted and replaced with the following:

“(a) Throughout the Delivery Term, Seller shall prepare and provide to SCE a report with the Actual Available Capacity of the Generating Facility and for each Distributed Energy Resource (an “Actual Availability Report”) for each month.”

31. *[Intentionally Omitted.] [SCE Comment: for all technologies other than Wind] [Section 3.23(a) is deleted and replaced with the following-] [SCE Comment: For Wind only];*

*“(a) Seller shall provide to SCE a minimum of one (1) year of recorded meteorological data from each DER Site not later than ninety (90) days before the Commercial Operation Date.*

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*Seller may provide data from additional years if any such data is available.”.] [SCE Comment: For Wind only];*

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32. *[Intentionally Omitted.] [SCE Comment: for all technologies other than Solar] [The first paragraph of Section 3.24(a) is deleted and replaced with the following-] [SCE Comment: For Solar only];*

*“(a) Seller shall provide to SCE a minimum of one (1) year of recorded meteorological data from each DER Site not later than ninety (90) days before the Commercial Operation Date-”.] [SCE Comment: For Solar only];*

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33. New Sections 3.29, 3.30, 3.31, 3.32, 3.33, 3.34, 3.35, 3.36 and 3.37 are added as follows:

“3.29 Subscription.

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Seller shall provide Buyer with Subscription Information and Bill Credit Instructions in the format set forth in Exhibit P (as such Exhibit P may be modified by the Buyer in its reasonable discretion to reflect updates to its business practices) setting forth, with respect to each of Seller’s Customers for the Project, the information required in Exhibit P, such Subscription Information and Bill

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Credit Instructions to be delivered no later than sixty (60) days prior to the Commercial Operation Date and, thereafter, ten (10) Business Days after the first day of each calendar month, with respect to the prior calendar month. Following the Effective Date, Seller may include only Customers for the Project who are located in Buyer’s then-current service territory on Seller’s Subscription Information and Bill Credit Instructions. If Seller becomes aware of incorrect information contained in any current or previously submitted Subscription Information and Bill Credit Instructions, Seller shall provide Buyer with updated Subscription Information and Bill Credit Instructions. Buyer shall not be liable for any action it takes or fails to take based on incorrect information contained in inaccurate or incomplete Subscription Information and Bill Credit Instructions.

3.30 Assignment of Payments.

Throughout the Delivery Term, Seller shall assign the right to payments for Subscribed Delivered Energy to its Customers.

3.31 Green-e® Energy.

- (a) Throughout the Delivery Term, Seller shall:
  - (i) Comply with the Green-e® Energy eligibility criteria, requirements and best practices as updated from time to time by Green-e® Energy;
  - (ii) Provide all forms, disclosures and other documentation required by Buyer and its auditors in connection with the annual Green-e® Energy verification and audit;
  - (iii) Provide to Buyer a copy of all annual Disclosure Documents that it provides to Customers;
  - (iv) Provide Buyer with a completed ‘Green-e® Energy Attestation From Generator Participating In A Tracking System’ form (or successor form available on Green-e® Energy’s website) promptly when required by Buyer; and
  - (v) Provide Buyer with Green-e® Energy host attestations as they are requested.
- (b) Throughout the Delivery Term and surviving expiration of the Agreement, Seller shall disclose information requested by Buyer or Green-e® Energy for Green-e® Energy certification, including but not limited to information related to:
  - (i) Seller agreeing to provide Green-e® Energy certified resources to all Customers;

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- (ii) Seller agreeing to abide by Green-e® Energy requirements and best practices as specified on the Green-e® Energy website;
- (iii) Ensuring that all marketing of and disclosures relating to the Project is accurate and in compliance with the FTC Green Guides, and Green-e® Energy requirements, the Green-e® Energy Code of Conduct, and best practices;
- (iv) Seller maintaining a webpage with disclosures about the Project, Seller’s customer service contact information, and links to both Buyer’s CR webpage and the Green-e® Energy website;
- (v) Providing completed Disclosure Documents to each potential Customer prior to signing a CSA with a customer and in a welcome packet distributed sixty (60) days prior to the Commercial Operation Date and annually thereafter (and in each case with a copy to Buyer), along with a statement that such Disclosure Documents are required by Green-e® Energy, which shall include, without limitation: (1) the amount of energy, in kWh, that Customer has been provided from the Project; (2) the price per kW or kWh; (3) the kW or kWh contracted for (option to also include percentage of Generating Facility’s output); (4) the Term; (5) the renewable resource mix; (6) the Generating Facility location; (7) Seller’s contact information; (8) a disclaimer stating that capacity does not guarantee a certain amount of output and output may vary (if selling in kW); (9) an estimated output in kWh for each Customer’s Subscription (if selling in kW); (10) the average kW needed to power a home in the region (if selling in kW); (11) Seller’s customer service contact information; (12) a link to Buyer’s CR webpage; (13) all terms and conditions of Customer’s Subscription; and (14) a statement that these disclosures are required by Green-e® Energy and information about Green-e® Energy certification and link to Green-e® Energy’s website: [www.green-e.org/energy](http://www.green-e.org/energy); and
- (vi) Seller’s compliance with Green-e® Energy’s annual verification and audit.

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3.32 Marketing Requirements.

Prior to the Effective Date and continuing throughout the Delivery Term: (a) Seller shall have complied with and shall continue to comply with SCE’s marketing requirements, as set forth on SCE’s website, at [www.on.sce.com/CRDevInfo](http://www.on.sce.com/CRDevInfo) [www.on.sce.com/CRDevInfo](http://www.on.sce.com/CRDevInfo), or successor thereof, and as may be modified by SCE from time to time, and any Green-e® Energy eligibility criteria and requirements; (b) all marketing by Seller shall be

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accurate and in compliance with the FTC Green Guides; (c) any changes to the marketing plan or marketing materials shall be submitted to Buyer for review prior to Seller’s use of such materials; and (d) Seller shall maintain an internet website dedicated to the Project containing disclosures about the Project as required by Green-e® Energy, including a link to Buyer’s CR Tariff webpage, a link to the Green-e® Energy website, and customer service contact information.

3.33 California Air Resources Board’s Voluntary Renewable Electricity Program.

Throughout the Delivery Term, the Seller shall ensure that the Project complies with the requirements of the California Air Resources Board’s Voluntary Renewable Electricity Program and Seller shall provide Buyer with all documents necessary to enable Buyer to retire greenhouse gas allowances on behalf of Customers in compliance with the California Air Resources Board’s Voluntary Renewable Electricity Program.

3.34 Customer-Seller Agreement.

Seller shall have a CSA with each Customer, which shall comply with the Green-e® Energy eligibility criteria and requirements, and Seller shall be required to include the following provisions in each CSA:

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- (a) An outline detailing the program structure of the CR Tariff, including the bill credit mechanism and a statement that Buyer is not a party to, or third party beneficiary of, the CSA or the transactions between Seller and Customer, other than as a conduit for bill credits pursuant to Seller’s Subscription Information and Bill Credit Instructions;
- (b) The benefits and risks to Customer of subscribing to the Project, including any termination of the Agreement or termination fees that may be assessed by Seller or Buyer, and that Customer should not expect to receive bill credits in excess of the amount of consideration it provides to Seller under the CSA;
- (c) Customer acknowledgment of the risks associated with participating in wholesale energy markets;
- (d) Customer acknowledgment that it should not have any expectation of profits in deciding to enter into the CSA;
- (e) Customer acknowledgment that it will only receive bill credits to the extent the Project actually generates Qualified Amounts and Seller provides the correct Subscription Information and Bill Credit Instructions to Buyer as specified in Section 3.29;
- (f) The CSA will automatically terminate upon termination or expiration of this Agreement;

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- (g) Customer acknowledgment that Buyer is not an issuer or underwriter under California or federal securities laws with respect to the Project, and that Buyer is not making an offer to sell or selling any securities whatsoever;
- (h) All disputes (including those related to bill credits) will be handled between the Seller and Customer pursuant to the dispute resolution provisions in the CSA;
- (i) Customers must enroll with Buyer’s CR Tariff as a condition to being eligible to receive bill credits;
- (j) Customers must un-enroll from Buyer’s CR Tariff if Customer no longer wishes to subscribe to the Project;
- (k) Customers cannot transfer their Subscriptions to other parties;
- (l) Customers may not subscribe for more than 120% of their forecasted annual load, as reasonably determined by Buyer based on historical usage data;
- (m) Customer Subscription payments to Seller, if any, are refundable until the Commercial Operation Date has been achieved, and Customer subscriptions are portable within Buyer’s territory upon the Effective Date;
- (n) Seller shall notify Customer in the event of Seller’s imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on the Project;
- (o) Disclosure that the Customer Subscription may be considered a ‘security’ issued by Seller under federal or state law;
- (p) Customer is not guaranteed any energy production from the Project;
- (q) Information describing Green-e® Energy and what requirements Seller is subject to in order to provide Customers with Green-e® Energy product;
- (r) A description of Customer access rights to the Site and the Generating Facility, if any;
- (s) Seller and Buyer shall share Customer information amongst themselves for purposes of billing and credits, program eligibility and verifying participation and that Buyer and Seller shall maintain the confidentiality of Customer information;
- (t) Seller’s customer service department must respond to Customer inquiries within two (2) Business Days after a Customer request;
- (u) Seller shall indemnify Customers for claims arising from or related to Seller’s construction, operation or financing of the Project, including liens

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of any type, mortgages, stop notices, and claims for bodily injury, death or property damage or destruction;

- (v) Seller will provide Buyer with Subscription Information and Bill Credit Instructions related to the Subscribed capacity, and Seller shall indemnify Buyer for all related claims and billing disputes between Customer and Seller. All bill credits to Customer shall be subject to set-off and counterclaim by Buyer under Seller’s power purchase agreement with Buyer;
- (w) A Seller transfer or sale of the Project to another entity will be subject to Buyer’s consent and the transferee must (i) accept all of Seller’s obligations under the power purchase agreement between Buyer and Seller, including all duties, liabilities and indemnities, and (ii) either enter into new CSAs containing the same terms and conditions as the original CSAs with existing Customers, or accept assignment of the existing CSAs with existing Customers. In addition, Seller shall provide Customers with notice of any such transfer or sale of the Project;
- (x) Seller shall notify Customers of any proposed modifications to the Project and provide Customers adequate time to withdraw their Subscription to the Project due to any such proposed modifications;
- (y) A Customer’s minimum Subscription must be projected to be an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer’s load, or as otherwise required by Green-e® Energy;
- (z) Within sixty (60) days after the Commercial Operation Date, Seller must provide completed Disclosure Documents and a statement that Seller is required by Green-e® Energy to provide updated Disclosure Documents to Customer on an annual basis;
- (aa) Seller will not make any statements or representations in the CSA or its marketing materials implying that renewable energy is being used or delivered to anyone unless Seller knows that Renewable Energy Credit ownership supports such statements;
- (bb) Seller representation that any electricity, stripped of Renewable Energy Credits is null power and no longer renewable and that, due to change of law provisions in the power purchase agreement between Buyer and Seller, power delivered may cease to be renewable;
- (cc) Seller covenants not to claim the Renewable Energy Credits associated with any Metered Amounts;
- (dd) Seller obligation regarding transfer and chain of custody of Renewable Energy Credits;

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- (ee) Seller shall provide Customer notice of any direct change of control of Seller (whether voluntary or by operation of law);
- (ff) Seller shall disclose to Customers whether or not Seller will pursue Full Capacity Deliverability Status for the Project and the effects of achieving or not achieving Full Capacity Deliverability Status on the amount Customers will receive in bill credits;
- (gg) Customer acknowledgment that rates offered under the CSA may not ultimately be cheaper than those offered under utility service and that the only aspect of service from Seller that can be kept constant for the term of the CSA is the generation rate component of the Customer's bill; and
- (hh) The generation rate component shall be a term in the CSA.

3.35 Distributed Energy Resource Aggregation.

Throughout the Delivery Term, Seller covenants that it shall: (i) be a Distributed Energy Resource Provider, (ii) have a fully executed Distributed Energy Resource Provider Agreement; (iii) aggregate each of the Distributed Energy Resource(s) to a single Distributed Energy Resource Aggregation; (iv) promptly provide Notice to SCE if there are any modifications to Seller's Master File, and such Notice shall identify the exact modification(s), the reason for the modification(s), and Seller shall provide supporting documentation as reasonably requested by SCE; and (v) promptly provide Notice to SCE if there are any modifications to Seller's Generation Distribution Factor, and such Notice shall identify the exact modification(s), the reason for the modification(s), and Seller shall provide supporting documentation as reasonably requested by SCE.

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3.36 FERC Qualifying Facility Status.

Seller shall take all actions, including making or supporting timely filings with FERC necessary to obtain or maintain the Qualifying Facility status of the Generating Facility throughout the Delivery Term; *provided, however*, that Seller shall not be obligated under this Section 3.36 to take any actions or make any filings to the extent that no action or filing is required by FERC to obtain, or maintain the Qualifying Facility status of the Generating Facility.

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3.37 Common PNode Distributed Energy Resource(s).

Commencing on the Effective Date and continuing throughout the Term, Seller represents, warrants, and covenants that each Distributed Energy Resource is electrically connected to, or otherwise associated with, a single common PNode."

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34. Section 4.01(a) is deleted and replaced with the following:

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“SCE shall provide information to Seller regarding CAISO Revenues, CAISO Costs, CAISO Sanctions, and SCE Penalties and shall pay Seller and issue bill credits to Customers for Product in accordance with: (i) approved, accurate, and undisputed Subscription Information and Bill Credit Instructions, and (ii) Exhibit E.”

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35. Section 4.01(b) is deleted and replaced with the following:

“(b) Throughout the Delivery Term, SCE shall purchase Product generated by the Generating Facility and delivered at the Delivery Point in accordance with this Agreement, CAISO Tariff and Applicable Law, provided, subject to Section[s] 4.01(c) [and 4.01(d)] {SCE Comment: for Sellers that select box (b), are eligible for the Federal Production Tax Credit with eligibility for reimbursement, in Section 1.10}, SCE has no obligation to purchase from Seller or issue bill credits to Customers any Product that is not or cannot be delivered to the Delivery Point as a result of any circumstance, including:

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- (i) An outage of the Generating Facility;
- (ii) A Force Majeure under Article Five; [or] {SCE Comment: For Full Buy-Sell DERs}
- (iii) A reduction or curtailment of deliveries in accordance with Section 3.12(g), except as set forth in Section 4.01(c)[.] {SCE Comment: For Full Buy-Sells DERs} [;]{SCE Comment: For DERs with Excess-Sales}

(iv) An increase in the Site Host Load, {SCE Comment: For Full Buy-Sell DERs}.”

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36. Section 4.01(c) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “obligated to pay Seller” and before the words “for any CP”.

37. Section 4.01(d) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “SCE shall compensate Seller” and before the words “for lost Federal Production Tax Credits”. {SCE Comment: For Sellers that are eligible for the Federal Production Tax Credit}

38. Section 4.01(e) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “SCE will not be obligated to pay Seller” and before the words “for any Product”.

39. New Sections 4.01(f), (g), and (h) are added as follows:

“(f) Buyer shall make payment of each invoice related to the Unsubscribed Capacity directly to Seller and in accordance with Exhibit E. Buyer and Seller acknowledge that payment to Seller under this Agreement of each invoice related

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to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the Seller’s Subscription Information and Bill Credit Instructions, the GTSR-CR Decisions and Exhibit E, and Seller hereby assigns any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers.

- (g) Notwithstanding any other provision in this Agreement, Buyer is not obligated to provide a bill credit: (i) to any Customer that does not meet the requirements of this Agreement, or (ii) if Buyer determines, in its reasonable discretion, that the information contained in the Subscription Information and Bill Credit Instructions is incorrect. Retroactive changes to Subscription Information and Bill Credit Instructions will not be permitted.
- (h) Seller shall pay all CAISO charges, CAISO Sanctions, and CAISO Costs, and SCE shall retain all CAISO Revenues resulting from such violation of Section 1.05(d).”.

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40. Section 4.02(c)(ii) is delete and replaced with the following:

“(ii) If the deviation: (x) between the CAISO Approved Meter data and the Check Meter data for any comparison is greater than 0.3%, or (y) between the CAISO Approved DER Meter data and the Check Meter data, for each Distributed Energy Resource, for any comparison is greater than 0.3%, then SCE shall provide Notice to Seller of such deviation and the Parties will mutually arrange for a meter check or recertification of the Check Meter or CAISO Approved Meter, as applicable.”.

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41. Section 4.03 is deleted and replaced with the following:

“4.03 Scheduling Coordinator.

Commencing on the Commercial Operation Date, SCE, or its designee, shall act as Seller’s Scheduling Coordinator and carry out all duties as Scheduling Coordinator in accordance with CAISO Tariff protocols.”.

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42. Section 4.05(a) is amended by adding the following sentence at the end thereof:

“Notwithstanding the foregoing, Buyer shall retire Renewable Energy Credits associated with Subscribed Delivered Energy on behalf of Subscribed Customers.”.

43. Sections 6.01(b)(iv), (ix), (x), (xiii), (xiv), (xv), and (xx) are deleted and replaced with the following:

- “(iv) Except as permitted in Sections 10.04 and 10.05, Seller does not own or otherwise have control of the entire Generating Facility;
- (ix) Seller installs generating capacity in excess of the Contract Capacity or in excess of each DER Contract Capacity at each applicable DER Site, and such

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excess generating capacity is not removed within five (5) Business Days after Notice from SCE; *{SCE Comment: Intermittent only}*

(x) Seller installs direct current electric energy generating capacity in excess of the Installed DC Rating or in excess of each DER Installed DC Rating at each applicable DER Site and such excess direct current energy generating capacity is not removed within five (5) Business Days after Notice from SCE; *{SCE Comment: For Solar Photovoltaic.}*

(xiii) The entire Generating Facility fails to qualify as an ERR;

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(xiv) Any electric energy from the Generating Facility and sold or to be sold to SCE hereunder fails to qualify as eligible renewable energy for purposes of the RPS Legislation;

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(xv) A termination of, or cessation of service under, any agreement necessary for Seller:

- (1) To interconnect the Generating Facility to the Transmission Provider's electric system;
- (2) To transmit the electric energy on the Transmission Provider's electric system;
- (3) To comply with the CAISO Tariff; or
- (4) To connect each Distributed Energy Resource to the Distributed Energy Resource Aggregation;

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*provided*, if SCE and Seller mutually agree that a termination of, or cessation of service under, any such agreement is not due to the fault of Seller, Seller shall have thirty (30) days from such termination or cessation to cure such default;

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(xx) Seller transfers or assigns any Interconnection Queue Position or any interconnection agreement without the written consent of SCE."

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44. New Sections 6.01(b)(xxviii) and (xxix) are added as followings:

"(xxviii) Seller fails to maintain its status as a Distributed Energy Resource Provider; or

(xxix) Subject to Section 3.36, the Generating Facility or any DER fails to maintain its status as a Qualifying Facility."

45. Section 10.02(a)(i) is amended to add the phrase "or control" after the phrase "Seller shall own".

46. Section 10.02(d) is amended to add the following new sentence at the end thereof:

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“The last sentences in Sections 10.02(b) and 10.02(c) shall not be applicable to Seller’s representations, warranties and covenants in the remaining portions of Sections 10.02(b) and 10.02(c). If Seller breaches or fails to perform its representations, warranties and covenants under Sections 10.02(b) and 10.02(c), such breach or failure to perform and satisfy the obligations under such sections shall be considered an Event of Default by Seller.”.

47. New Sections 10.02(h), (i), (j) and (k) are added as follows:

“(h) Seller and, if applicable, its successors, represents, warrants and covenants that prior to the Effective Date, on the Effective Date and continuing throughout the Delivery Term:

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- (i) Seller has received from Buyer and has read Attachment 1 of the CPUC’s CCA Code of Conduct decision (D.12-12-036) and has not and will not circumvent it;
- (ii) Seller has and shall continue to incorporate in each CSA it enters into with Customers the provisions required to be included in the CSA as identified in Sections 3.31 and 3.34;
- (iii) Seller has not and shall continue not to use Buyer’s corporate name, trademark, trade name, logo, identity or any affiliation for any reason without Buyer’s prior written consent; and
- (iv) Seller has not and will not enter into CSAs for Subscribed Capacity exceeding, in the aggregate, one hundred percent (100%) of the Contract Capacity; and Seller has not and will not enter into a CSA with any individual Customer for a Subscription exceeding 2 MW (except in the case of federal, state or local governments, schools or school districts, county offices of education, any of the California Community Colleges, the California State University or the University of California).

(i) Seller and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term:

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- (i) Seller shall have, at a minimum, one Subscribed Customer per MW of Contract Capacity;
- (ii) The Metered Amounts qualify as Green-e® Energy eligible and are Green-e® Energy certified product;
- (iii) The Subscription Information and Bill Credit Instructions required under Section 3.29 shall be accurate and complete; and
- (iv) The Project complies with the requirements of the California Air Resources Board’s Voluntary Renewable Electricity Program.

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- (j) Seller acknowledges that the Subscriptions it sells may be considered securities under federal or California law and, accordingly, Seller represents that it has retained its own legal counsel to provide advice on securities law matters.
- (k) With respect to the legal opinion delivered pursuant to Section 3.12(c)(xiv), Seller hereby represents and covenants that:
  - (i) The lawyer primarily responsible for the issuance of the opinion has, within the last eight (8) years, practiced federal and California securities law as a significant portion of their practice (meaning at least five (5) full-time years), and such experience included registering or qualifying offerings or sales of securities, effecting private placements of securities, and/or advising issuers or sellers of securities with respect to exemptions from qualification and registration requirements;
  - (ii) The lawyer primarily responsible for issuance of the opinion is licensed to practice law in California and the lawyer’s license is active and not under suspension; and
  - (iii) The law firm issuing the opinion carries a minimum of ten million dollars (\$10,000,000) in professional liability insurance coverage that includes coverage for securities practice.”.

48. A new Section 10.03(b)(ix) is added as follows:

“(ix) Seller shall defend, hold harmless and indemnify Buyer and its parent company, subsidiaries, affiliates, and its and their directors, officers, employees, shareholders, successors, and assigns from any and all damages, losses, or liability (including reasonable attorney’s fees) for any and all claims or causes of action arising from or in connection with Seller’s Subscription Information and Bill Credit Instructions, subscriptions, bill credits, disputes, violations of Applicable Laws, misrepresentations made by Seller or Seller’s contractors, agents, or representatives, claims relating to securities laws, or Green-e® Energy certification, or loss thereof.”.

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49. Section 10.04(a) is amended by adding the following new sentence at the end thereof: “In the case of an assignment of this Agreement by Seller, the assignee must assume the rights and obligations of the Seller under each CSA.”.

50. Section 10.09(d) is amended by adding the following new sentence at the end thereof: “No Customer or any other third party shall be a third party beneficiary of this Agreement.”.

51. A new section 10.09(r) is added as follows:

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“(r) Nothing contained in this Agreement shall be construed as creating any relationship whatsoever between Buyer and Seller, including that of partners, coemployment, or joint venture parties.”

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52. Section 10.10(a)(vii) is amended by adding the words “Green-e® Energy,” after the words “CPUC, CEC, FERC,”.

53. Section 10.14 is deleted and replaced with the following:

“Except as specifically provided in this Agreement, any outstanding and past due payment amounts owing and unpaid by either Party under the terms of this Agreement, excluding bill credits to Customers, will be eligible to receive a Late Payment Simple Interest Payment calculated using the Interest Rate for the number of days between the date due and the date paid.”

54. Section 10.15 is amended by adding the phrase “~~or Automated Clearing House, or by~~” issuing bill credits to Customers, as applicable.” after the phrase “made by wire transfer”.

55. Exhibit A is amended to delete the following defined terms:

“Accepted Compliance Costs”,  
“Compliance ~~Action~~Actions”,  
“Compliance Expenditure Cap”, and  
“TOD Period Product Payment”.

56. The definition of “CAISO Approved Meter” in Exhibit A is deleted and replaced with the following: “CAISO Approved Meter” means a CAISO approved revenue quality meter or meters, CAISO approved data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, all electric energy produced by the Generating Facility less Station Use [and Site Host Load] {SCE Comment: For DERs with Excess-Sales only}.

57. The definition of “Curtailed Product Payment” in Exhibit A is amended by inserting the words “or bill credits” after the phrase “the sum of all payments”.

58. The definition of “Demonstrated Contract Capacity” is deleted and replaced with the following:

“Demonstrated Contract Capacity” means the Generating Facility’s total rated electric alternating current energy generating capacity, which will equal the sum of each DER Demonstrated Contract Capacity.

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- 59. The definition of “Demonstrated Installed DC Rating” is deleted and replaced with the following:  
“Demonstrated Installed DC Rating” means the sum of each DER Demonstrated Installed DC Rating.  
*[SCE Comment: DER Solar Photovoltaic only.]*
- 60. The definition of “Generating Facility” in Exhibit A is deleted and replaced with the following:  
“Generating Facility” means all of Seller’s Distributed Energy Resource(s), which when taken together constitute Seller’s Distributed Energy Resource Aggregation.
- 61. The definition of “Lost Output” in Exhibit A is deleted and replaced with the following:  
“Lost Output” means the reduction in Qualified Amounts over the relevant measurement period that the Generating Facility was available to produce and could reasonably have been expected to deliver, as reasonably determined by SCE, but was not delivered due to a Lost Output Event.
- 62. The definition of “Operate”, “Operated”, “Operating” or “Operation” in Exhibit A is deleted and replaced with the following:  
“Operate”, “Operated”, “Operating” or “Operation” means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating each Distributed Energy Resource in accordance with Prudent Electrical Practices.
- 63. The definition of “Paid Curtailed Product” in Exhibit A is amended by inserting the words “or provide bill credits to Customer(s),” after the phrase “SCE is obligated to pay Seller”.
- 64. The definition of “Product Price” in Exhibit A is deleted and replaced with the following:  
“Product Price” means the Subscribed Product Price or the Unsubscribed Product Price, as applicable.
- 65. The definition of “Site” is deleted and replaced with the following:  
“Site” means the real property on which the Distributed Energy Resources constituting the Generating Facility are, or will be located, as further described in Section 1.01(b) and Exhibit B *[, but excluding (a) that portion on which the Other Generating Facility is, or*

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*will be, located, as further described in Exhibit B, and (b) the Shared Facilities Area].*  
*{SCE Comment: only applicable to projects that utilize Shared Facilities.}*

66. The definition of “Station Use” is deleted and replaced with the following:

“Station Use” means:

- (a) The electric energy produced by each Distributed Energy Resource that is used within each Distributed Energy Resource to power the lights, motors, control systems and other electrical loads that are necessary for Operation; and
- (b) The electric energy produced by each Distributed Energy Resource that is consumed within each Distributed Energy Resource electric energy distribution system as losses.

67. The definition of “Telemetry System” is deleted and replaced with the following:

“Telemetry System” means a system of electronic components that interconnects the Distributed Energy Resource Aggregation, GMS and the CAISO as set forth in Section 3.08(e).

68. The definition of “Term Year” in Exhibit A is deleted and replaced with the following: “Term Year” means a twelve (12) month period beginning on the Commercial Operation Date and each successive twelve (12) month period thereafter.

69. The definition of “Transmission Provider” is deleted and replaced with the following:

“Transmission Provider” means any entity or entities responsible for the interconnection of each Distributed Energy Resource with a Control Area or transmitting the Metered Amounts on behalf of Seller from each Distributed Energy Resource to the Delivery Point.

70. Exhibit A is amended to add the following new defined terms:

“CAISO Approved DER Meter” means: (i) the meter that (a) is dedicated solely to a particular Distributed Energy Resource, (b) provides Settlement Quality Meter Data of such Distributed Energy Resource, (c) can be aggregated to the level of the Distributed Energy Resource Aggregation, and (d) which complies with any CAISO requirements, if applicable; and (ii) the data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, all electric energy produced by each Distributed Energy Resource, less Station Use *[and Site Host Load] {SCE Comment: for DERs with Excess-Sales only}.*

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“California Air Resources Board’s Voluntary Renewable Electricity Program” means the voluntary program to reduce GHG emissions under the California Cap-and-Trade Program as set forth in 17 C.C.R. Sections 95841 and 95831.

“CCA Code of Conduct” means the code of conduct adopted by the CPUC related to interactions with community choice aggregators, pursuant to Senate Bill 790 and as set forth in decision D.12-12-036.

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“CR” has the meaning set forth in the preamble.

“CR Tariff” means that tariff available to customers of Buyer, between Buyer and customer, such that customers may become a Customer of Seller’s Generating Facility.

“Customer” means a customer of Buyer who takes bundled services from Buyer including having all its power requirements purchased by Buyer, and who has signed up under the CR Tariff to receive benefits from Seller’s Generating Facility.

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“Customer-Seller Agreement” or “CSA” means that agreement to be executed between Customer and Seller in order for Customer to Subscribe to Seller’s Generating Facility, which shall be subject to those requirements set forth within Section 3.34 of this Agreement. Buyer shall not be a party to the Customer-Seller Agreement.

“Default Load Aggregation Point” or “DLAP” has the meaning set forth in the CAISO Tariff.

“Default Load Aggregation Point Price” or “DLAP Price” means the hourly Integrated Forward Market Default Load Aggregation Point Locational Marginal Price as determined by the CAISO for the Buyer’s applicable CAISO Transmission Access Charge Area.

“DER Contract Capacity” means for each DER Site, the lesser of (i) the amount of electric energy generating capacity, set forth in numeric order in Section 1.01(h), that Seller commits to install at such DER Site and (ii) the DER Demonstrated Contract Capacity for such DER Site.

“DER Demonstrated Contract Capacity” means the total rated electric alternating current energy generating capacity of a particular Distributed Energy Resource, which will equal the sum of the Inverter Block Unit Capacity of all Inverter Block Units of such Distributed Energy Resource, as determined in accordance with Exhibit J. *{SCE Comment: DERs that are Solar Photovoltaic only.}*, which will equal the sum of the manufacturer’s nameplate ratings of all installed Wind Turbines of such Distributed Energy Resource, consistent with Prudent Electrical Practices and accepted industry standards, as indicated on the nameplates physically

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attached to the individual Wind Turbine generators, as determined in accordance with Exhibit J.
{SCE Comment: DERs that are Wind only.}
, which will equal the sum of the Metered Amounts attributable to such Distributed Energy Resource for the Demonstration Hour, as determined in accordance with Exhibit J.
{SCE Comment: All other DER technologies.}

“DER Demonstrated Installed DC Rating” means the sum of the Photovoltaic Module DC Ratings for all Photovoltaic Modules of a particular Distributed Energy Resource actually installed at the applicable DER Site and verified by SCE pursuant to Exhibit J.
{SCE Comment: DERs that are Solar Photovoltaic only.}

“DER Installed DC Rating” means for each DER Site, the lesser of (i) the amount of direct current electric energy generating capacity, set forth in numeric order in Section 1.01(i), that Seller commits to install at such DER Site, and (ii) the DER Demonstrated Installed DC Rating, expressed in kW<sub>PDC</sub> associated with such DER Site.
{SCE Comment: For DERs that are Solar Photovoltaic only.}
“DER Site” means the real property on which a particular Distributed Energy Resource is, or will be located, as further described in numeric order in Section 1.01(b) and Exhibit B.
{SCE Comment: For DERs only.}

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“DER Telemetry System” means a system of electronic components that interconnects each Distributed Energy Resource to the Distributed Energy Resource Aggregation, as set forth in Section 3.08(e).
{SCE Comment: For DERs only.}

“Disclosure Documents” means those disclosure documents required by Green-e® Energy to be provided by Seller to Customers and potential Customers, as they may be amended, supplemented or replaced from time to time, as set forth on the Green-e® Energy website at http://green-e.org/verif\_docs.html, or successor thereof.

Field Code Changed

“Distributed Energy Resource(s)” or “DER(s)” means each of Seller’s newly constructed electric generating facilities, which have never generated electricity before the Commercial Operation Date, except for testing pursuant to this Agreement, each as more particularly described in Exhibit B, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at each facility, [and, with respect to the Shared Facilities, Seller’s interests in such Shared Facilities] excluding each DER Site, land rights and interests in land, and as further defined in the CAISO Tariff. {SCE Comment: Bracketed language only applicable to projects that have Shared Facilities}.

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“Distributed Energy Resource Aggregation” means the aggregation of each of Seller’s Distributed Energy Resources, and as further described in the CAISO Tariff.

“Distributed Energy Resource Provider” has the meaning set forth in the CAISO Tariff.

“Distributed Energy Resource Provider Agreement” has the meaning set forth in the CAISO Tariff.

“Expected Annual Site Host Load” has the meaning set forth in Section 1.01(i).  
*[SCE Comment: DERs with Excess-Sales Only.]*

“FTC” means the Federal Trade Commission.

“FTC Green Guides” means those guiding documents published on the FTC website intended to provide guidance on (1) general principles applicable to environmental marketing claims, (2) how consumers are likely to interpret particular claims and how marketers can substantiate these claims, and (3) how marketers can qualify their claims to avoid deceiving customers.

“Generation Distribution Factor” has the meaning as set forth in the CAISO Tariff.

“Green-e® Energy” means the national certification program for renewable energy administered by the Center for Resource Solutions, as such program may be amended, supplemented or otherwise changed from time to time, and about which information can be found at <http://www.green-e.org>, or successor thereof.

Field Code Changed

“Green-e® Energy Code of Conduct” means the code of conduct published by Green-e® Energy that outlines the requirements for consumer protection and environmental standards, and which can be found at <http://www.green-e.org> or successor thereof.

“GTSR” has the meaning set forth in the preamble.

“GTSR-CR Decisions” means the CPUC Decisions promulgated pursuant to Senate Bill 43, including Decisions 15-01-051, 16-05-006, and any other existing or future ruling, decision, or regulation related to GTSR enacted, adopted or promulgated by any applicable Governmental Authority.

“GTSR CR Rider” has the meaning set forth in the preamble.

“Integrated Forward Market” has the meaning as set forth in the CAISO Tariff.

“Master File” has the meaning set forth in the CAISO Tariff.

“Minimum Subscription Requirement” has the meaning set forth in Exhibit E.

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“PURPA” means the Public Utility Regulatory Policies Act of 1978, Public Law, 95-61795617, as amended from time to time.

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“Qualifying Facility” means an electric energy generating facility that complies with the qualifying facility definition established by PURPA and any FERC rules as amended from time to time (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing PURPA and, to the extent required to obtain or maintain Qualifying Facility status, is self-certified as a Qualifying Facility or is certified as a Qualified Facility by FERC.

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“Renewable Energy Credit Market Price” means \$10/MWh.

“Settlement Quality Meter Data” has the meaning set forth in the CAISO Tariff.

“Site Host” means the person, persons, or other entity purchasing or otherwise using the Site Host Load or thermal energy output from each Distributed Energy Resource. [SCE Comment: For DERs with Excess-Sales only.]

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“Site Host Load” means the electric energy produced by or associated with each Distributed Energy Resource that serves electrical loads (that are not Station Use) of Seller or one or more third parties conducted pursuant to California Public Utilities Code Section 218(b). [SCE Comment: For DERs with Excess-Sales only.]

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“Subscribed Capacity” means the aggregate Subscription level of all Customers with Subscriptions to the Generating Facility for each month.

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“Subscribed Delivered Energy” means that portion of the Qualified Amounts equal to the product of (a) the sum of Qualified Amounts minus (i) any electric energy produced by the Generating Facility for which SCE is not obligated to pay Seller as set forth in Section 4.01(e), in kWh, and minus (ii) any electric energy produced by the Generating Facility as set forth in Section 1.05(c)(ii), in kWh, in all hours for the TOD Period being calculated, measured in kWh; and (b) the quotient of the Subscribed Capacity divided by the Contract Capacity.

“Subscribed Product Price” has the meaning set forth in Section 1.05.

“Subscription”, “Subscribe”, “Subscribed” and other grammatical variations thereof means:

- (a) In the case of a capacity-based subscription business model employed in the CSA, the subscription that a Customer has signed up for, expressed in kW.
- (b) In the case of an energy-based subscription business model employed in the CSA, the monthly subscription that a Customer has signed up for (expressed in

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kWh/month), multiplied by the Contract Capacity (expressed in kW), divided by the Expected Annual Net Energy Production (expressed in kWh/year), multiplied by 12 months/year, the product of which shall be equal to the Subscription of the Customer, expressed in kW.

Example: Customer energy subscription (kWh/month) x Contract Capacity (kW) x 12 (months/year) / Expected Annual Net Energy Production (kWh/year) = Subscription (kW).

“Subscription Information and Bill Credit Instructions” means the information required to be provided by Seller to Buyer in accordance with Section 3.29 and as set forth in the form provided in Exhibit P.

“Unsubscribed Capacity” means the Contract Capacity minus the Subscribed Capacity for each billing month.

“Unsubscribed Delivered Energy” means that portion of the Qualified Amounts equal to the product of (a) the sum of Qualified Amounts, in all hours for the TOD Period being calculated, measured in kWh, and (b) the quotient of the Unsubscribed Capacity divided by the Contract Capacity.

“Unsubscribed Product Price” has the meaning set forth in Section 1.05.

- 71. Section 2(f) of Exhibit D is amended to delete the first paragraph and replace it with the following:

If Seller is Forecasting electric energy, in accordance with SCE’s instructions, and Seller learns of any change in the total electrical energy output of the Generating Facility for a period covered by the most recent Forecast update resulting from any cause, including an unplanned outage, before the time that the next weekly update of the Forecast is due which results in variance in expected energy in any hour of plus (+) or minus (-) three percent (3%) from the energy reported in the most recent Forecast update, Seller shall provide an updated Forecast to SCE. This updated Forecast must be submitted to SCE by no later than:  
*[SCE Comment: For Full Buy-Sell only.]*

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If Seller is Forecasting electric energy, in accordance with SCE’s instructions, and Seller learns of any change in the excess electrical energy output of the Generating Facility for a period covered by the most recent Forecast update resulting from any cause, including an unplanned outage or Site Host Load changes, before the time that the next weekly update of the Forecast is due which results in variance in expected energy in any hour of plus (+) or minus (-) three percent (3%) from the energy reported in the most recent Forecast update, Seller shall provide an updated Forecast to SCE. This updated Forecast must be

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submitted to SCE by no later than:  
*[SCE Comment: For DER with Excess-Sales only.]*

- 72. Exhibit E is deleted in its entirety and replaced with a new Exhibit E, as attached hereto.
- 73. Exhibit J-1 and Exhibit J-2 are deleted and replaced with the Exhibit J-1 and Exhibit J-2 respectively, attached hereto.
- 74. Exhibit K-1, Exhibit K-2, Exhibit K-3, and Exhibit K-4 are deleted and replaced with a new Exhibit K, as attached hereto.
- 75. Exhibit O-1, Exhibit O-2a, and Exhibit O-2b are each amended to delete the first sentence and replace it with the following:  
  
“Pursuant to Section 3.08(f), Seller shall install and maintain a minimum of one (1) stand-alone meteorological equipment station for DER Site or for each one (1) square mile (or portion thereof) of each DER Site.”.
- 76. A new Exhibit P, as attached hereto, is added to the exhibits after Exhibit O.
- 77. A new Exhibit Q-1, as attached hereto, is added to the exhibits after Exhibit P.
- 78. A new Exhibit Q-2, as attached hereto, is added to the exhibits after Exhibit Q-1.
- 79. MISCELLANEOUS

(a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.

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(b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect. Each of the Parties hereby represents and warrants that the representations contained in the Agreement are true on and as of the date hereof as if made by the Party on and as of said date.

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(c) Governing Law. THIS GTSR CR RIDER AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS GTSR CR RIDER.

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- (d) Successors and Assigns. This GTSR CR Rider shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- (e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this GTSR CR Rider on behalf of such Party and to bind such Party to this GTSR CR Rider. Any written notice required to be given under the terms of this GTSR CR Rider shall be given in accordance with the terms of the Agreement.
- (f) Effective Date. This GTSR CR Rider shall be deemed effective as of the Execution Date (the "GTSR CR Rider Effective Date").
- (g) Further Agreements. This GTSR CR Rider shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
- (h) Counterparts; Electronic Signatures. This GTSR CR Rider may be executed in one or more counterparts, each of which will be deemed to be an original of this GTSR CR Rider and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this GTSR CR Rider and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this GTSR CR Rider as to the Parties and may be used in lieu of the original GTSR CR Rider for all purposes.

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# Southern California Edison

Confidential Information

RAP ID #[Number], [Name of Seller]

IN WITNESS WHEREOF, the Parties hereto have caused this GTSR CR Rider to be executed as of the Execution Date,

<b>[SELLER],</b> a [State and form of incorporation].
By: _____
[Name] [Title]

<b>SOUTHERN CALIFORNIA EDISON COMPANY,</b> a California corporation.
By: _____
[Name] [Title]

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GTSR CR Rider  
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**EXHIBIT E**

*Payments and Invoicing*

**1. COST RESPONSIBILITY, INVOICING AND PAYMENTS UPON COMMENCEMENT OF THE TERM**

**1.01 Cost Responsibility Upon Commercial Operation.**

(a) SCE Cost Responsibility.

Upon the Commercial Operation Date and for the remainder of the Term,

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- (i) Except under the circumstances set forth in Section 4.01(e), SCE shall make monthly Product Payments to Seller and issue bill credits to Customers for Product delivered to SCE calculated in the manner described in Section 1.02 below and Exhibit M;
- (ii) Except as set forth in Exhibit M and Section 1.01(b) of Exhibit E, SCE shall be responsible for all CAISO Costs and CAISO Sanctions and have the right to receive all CAISO Revenues;

(iii) To the extent that SCE requires Seller to participate in the PIRP/EIRP program, SCE shall be responsible for PIRP/EIRP forecasting fees.  
*{SCE Comment: For Intermittent Only.}*

(b) Seller Cost Responsibility.

Upon the Commercial Operation Date and for the remainder of the Term:

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(i) If Seller fails to comply with the Forecasting provisions set forth in Exhibit D, Seller shall pay an SCE Penalty as set forth in Exhibit M.  
*{SCE Comment: Intermittent only.}*

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- (ii) Seller shall be responsible for CAISO Costs and CAISO Sanctions, under the circumstances specified in Section 4.01(e) *[and RA Deficit Payments under the circumstances specified in Section 3.02] {SCE Comment: Only applicable if Seller has chosen the option to make RA Deficit Payments.}*
- (iii) Seller shall be responsible for Negative LMP Costs, if applicable, as set forth in Section 1.05(c)(i).
- (iv) Seller shall be responsible for CAISO Costs and CAISO Sanctions and shall receive CAISO Revenues under the circumstances specified in Section 1.05(c)(ii).
- (v) Seller shall make monthly payments calculated in the manner described in Section 1.02 below and Exhibit M.
- (vi) Seller shall be responsible for any and all CAISO charges, CAISO Costs and CAISO Sanctions under the circumstances specified in Section 1.05(d) and 4.01(h).

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1.02 Product Payment Calculations After Commercial Operation Date.

For the purpose of calculating monthly payments and issuing bill credits to Customers for Product delivered to SCE as of the Commercial Operation Date in accordance with the terms of this Agreement (“Product Payments”), Qualified Amounts will be time-differentiated according to the TOD Periods set forth in Exhibit I, the pricing will be weighted by the Product Payment Allocation Factors set forth in Exhibit I, and:

- (i) if the quotient of the billing month’s average Subscribed Capacity divided by the Contract Capacity is greater than the minimum Subscription level required for the corresponding billing month as specified in the table below (“Minimum Subscription Requirement”), then: (a) payment for Subscribed Delivered Energy shall be calculated pursuant to the GTSR-CR Decisions and shall be applied as a bill credit to Customers, and (b) payment for Unsubscribed Delivered Energy shall be calculated using the Subscribed Product Price, and shall be paid to Seller, net any amounts owed; and
- (ii) if the quotient of the billing month’s average Subscribed Capacity divided by the Contract Capacity is less than the applicable Minimum Subscription Requirement, then: (a) payment for Subscribed Delivered Energy shall be calculated pursuant to the GTSR-CR Decisions and shall be applied as a bill credit to Customers, and (b) payment for Unsubscribed Delivered Energy shall be paid to Seller and shall be calculated using the lesser of the Unsubscribed Product Price and Subscribed Product Price, and shall be paid to Seller, net any amounts owed.

<b>Years of Operation</b>	<b>Minimum subscription level for purposes of calculating the Minimum Subscription Requirement</b>
First Term Year	45%
Second Term Year	70%
Third Term Year	90%
Fourth Term Year through the remainder of the Delivery Term	95%

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Monthly Product Payments will equal the sum of (i) the sum of the monthly payments for all TOD Periods in the month and (ii) the Curtailed Product Payment. Each monthly

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payment will be calculated pursuant to the following formulas, where “n” is the TOD Period being calculated:

$$\text{SELLER'S PAYMENT}_n \text{ (if Minimum Subscription Requirement is met)} = A \times C \times (D - E - F) \times [(I - H)/I] + G$$

$$\text{SELLER'S PAYMENT}_n \text{ (if Minimum Subscription Requirement is not met)} = B \times (D - E - F) \times [(I - H)/I] + G$$

Where:

- A = Subscribed Product Price, in \$/kWh (i.e., \$/MWh/1000).
- B = The ~~lesser of (i) the Unsubscribed Product Price and (ii) the Subscribed Product Price~~, in \$/kWh (i.e., \$/MWh/1000).
- C = Product Payment Allocation Factor for the TOD Period “n” being calculated.
- D = The sum of Qualified Amounts in all hours for the TOD Period “n” being calculated in kWh.
- E = Any electric energy produced by the Generating Facility for which SCE is not obligated to pay Seller as set forth in Section 4.01(e), in kWh.
- F = Any electric energy produced by the Generating Facility as set forth in Section 1.05(c)(ii), in kWh.
- G = The sum of all CAISO Revenues less the sum of all CAISO Costs and CAISO Sanctions, with respect to electric energy produced in all hours for the TOD Period “n” by the Generating Facility as set forth in Section 1.05(c)(ii).
- H = Subscribed Capacity.
- I = Contract Capacity.

Payments for Subscribed Delivered Energy shall be calculated pursuant to the GTSR-CR Decisions and shall be applied as a bill credit to Customers. Notwithstanding any other provision in this Agreement, in the event of any conflict or inconsistency between this GTSR CR Rider and the GTSR-CR Decisions regarding payment for Subscribed Delivered Energy as bill credits to Customers, the GTSR-CR Decisions shall control.

1.03 Payment During the Term.

For payments associated with Unsubscribed Delivered Energy, SCE shall, within ninety (90) days immediately following the end of each calendar month:

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- (a) Issue a Payment Invoice to Seller, and upon request from Seller, Buyer shall include documentation supporting any SCE Penalties, Negative LMP Costs, CAISO Costs, CAISO Sanctions, [RA Deficit Payments pursuant to Section 3.02] {SCE Comment: FCDS projects only.}, or other applicable revenues, charges and offsets which affected the net amount in the Payment Invoice; and
- (b) Send to Seller, via wire transfer or Automated Clearing House, SCE’s payment of said net amount, less any applicable SCE Penalties, Negative LMP Costs, CAISO Costs, CAISO Sanctions, [RA Deficit Payments pursuant to Section 3.02] {SCE Comment: FCDS projects only.}, or other applicable charges or offsets plus, if such payment is late, a Late Payment Simple Interest Payment calculated using the Interest Rate and the number of days that such payment is late.

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Any amounts owed by Seller under this Agreement, including those set forth in Section 1.01(b) of this Exhibit E, shall not be included in Seller’s Subscription Information and Bill Credit Instructions, but shall be included in amounts payable directly to or from Seller, and such amounts shall be paid in the form of bill credits and will not be eligible to receive a Late Payment Simple Interest Payment if such bill credits are issued to Customer late, as a result of recomputation, error, or resolution of a disputed amount.

The Parties acknowledge that data necessary to calculate certain payment obligations of BuyerSCE and Seller under this Agreement may not be available at the time SCE issues the Payment Invoice with respect to a particular month. Any such payment obligations, shall be included in a subsequent Payment Invoice issued to Seller on or before the last Business Day of the month following the month that is the later of (i) one hundred and twenty (120) days following the last day of the calendar month to which the data relates or (ii) thirty (30) days after the relevant CAISO final settlement data is available to SCE.

1.04 Recomputation and Payment Adjustments.

- (a) If Seller or SCE determines that a calculation of Qualified Amounts, Metered Amounts, CAISO Revenues, Negative LMP Costs, CAISO Costs, CAISO Sanctions, [RA Deficit Payments] {SCE Comment: FCDS projects only.}, Subscribed Delivered Energy, Unsubscribed Delivered Energy, or SCE Penalties is incorrect as a result of inaccurate meters, the correction of data by the CAISO in OMAR, or a recalculation of CAISO Sanctions or other amounts owing between the Parties, Customer, Seller or SCE, as the case may be, shall promptly recompute the Qualified Amounts, Metered Amounts, CAISO Revenues, Negative LMP Costs, CAISO Costs, CAISO Sanctions, [RA Deficit Payments] {SCE Comment: FCDS projects only.}, SCE Penalties Subscribed Delivered Energy, Unsubscribed Delivered Energy, or other amounts for the period of the inaccuracy based upon an adjustment of inaccurate meter readings, correction of data or recalculation of CAISO Sanctions in accordance with the CAISO Tariff and any payment or bill credit affected by the adjustment or correction.

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(b) Adjustment of Payment.

Any amount due from SCE to Seller, or Seller to SCE, or any bill credit from SCE to Customer, as the case may be, will be made as an adjustment to the next monthly Payment Invoice or bill credit that is calculated after Seller’s or SCE’s recomputation using corrected measurements.

If the recomputation results in a net amount owed to SCE after applying any amounts owing to Seller or bill credits to Customer as shown on the next monthly Payment Invoice, any such amount owing to SCE will at SCE’s discretion be netted against amounts owed to Seller or against bill credits owed to Customer in any subsequent monthly Payment Invoice or bill credits or separately invoiced to Seller, in which case Seller must pay the amount owing to SCE within twenty (20) days after receipt of that invoice.

SCE may make payment adjustments arising from a recalculation of CAISO Revenues, CAISO Costs, Negative LMP Costs, CAISO Sanctions, [RA Deficit Payments] {SCE Comment: Only applicable if Seller has chosen the option to make RA Deficit Payments.}, SCE Penalties, Subscribed Delivered Energy, Unsubscribed Delivered Energy, or as a result of inaccurate meters after the end of the Term Year, provided, the Parties will be deemed to have waived any such payment adjustments which are not communicated as provided in this Section 1.04 of this Exhibit E within twelve (12) months after the end of the month in which the Payment Invoice was issued containing the error. Adjustment payments for meter inaccuracy will not bear interest.

1.05 Netting Rights.

SCE reserves the right to net amounts that would otherwise be due to Seller under this Agreement in payment of any amounts:

- (a) Owing and unpaid by Seller to SCE under this Agreement; or
- (b) Owed to SCE by Seller arising out of, or related to, any other SCE agreement, tariff, obligation or liability.

Nothing in this Section 1.05 of this Exhibit E limits SCE’s rights under applicable tariffs, other agreements or Applicable Law.

1.06 Audit Rights.

Buyer, or its designee, shall have the right, at its sole expense and during normal working hours following Buyer’s Notice, to audit the documents, records or data of Seller to the extent reasonably necessary to verify the accuracy of any statement, claim, charge or calculation made pursuant to this Agreement. Seller shall promptly comply with any Buyer Notice under this Section 1.06 of Exhibit E and provide copies of or access to documents, records or data to Buyer. The rights and obligations hereunder shall survive the termination of this Agreement for a period of five (5) years.

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**2. PAYMENT ERRORS**

**2.01 Notice of Error in Payment.**

Except as provided in Section 1.04 of this Exhibit E, if within forty-five (45) days after receipt of SCE’s Payment, Seller does not give SCE Notice of an error in the payment amount or bill credit, then Seller will be deemed to have waived any error in the payment.

**2.02 Reimbursement for Underpayments and Overpayments.**

If Seller identifies a payment error in Seller’s favor and SCE agrees that the identified error occurred, SCE shall reimburse Seller or Customer for the amount of the underpayment caused by the error and apply the additional payment or bill credit to the next monthly Payment Invoice that is calculated.

If Seller identifies a payment error in SCE’s favor and SCE agrees that the identified error occurred, SCE may net the amount of overpayment caused by the error against amounts otherwise owed to Seller or to Customer in connection with the next monthly Payment Invoice or bill credit that is calculated.

**2.03 Late Payments.**

Late payments to Seller resulting from SCE’s errors, or overpayments to Seller by SCE, will include a Late Payment Simple Interest ~~Payment~~ calculated using the Interest Rate and the number of days between the date due (or, in the case of overpayments by SCE, commencing five (5) Business Days from the date SCE provides Notice of such overpayments to Seller) and the date paid; *provided*, changes made because of settlement, audit or other information provided by the CAISO and not available to SCE when SCE rendered its original Payment Invoice will not bear interest.

**2.04 Netting after Recomputation.**

If the recomputation for an error results in a net amount still owing to SCE after applying the amounts owed to SCE against any amounts owed to Seller in the Payment Invoice or to Customers in bill credits, as described above, then SCE may, in its discretion, either net this net remaining amount owed to SCE against amounts owed to Seller in any subsequent monthly Payment Invoice to Seller or bill credits to Customers, or in the case of Seller invoice Seller for such amount, in which case Seller must pay the amount owing to SCE within twenty (20) days after receipt of such invoice.

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2.05 Resolution of Disputes.

The Parties shall negotiate in good faith to resolve any disputes regarding claimed errors in a Payment. Any disputes which the Parties are unable to resolve through negotiation may be submitted for resolution through the mediation and arbitration as provided in Article Twelve. Upon resolution of the Dispute, any required payment or bill credit shall be made within ten (10) Business Days of such resolution, and in the case of a payment only shall include a Late Payment Simple Interest ~~Payment~~ calculated using the Interest Rate from and including the due date but excluding the date paid.

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**EXHIBIT J-1**

*Procedure for Demonstration of Contract Capacity and Partial or Full Return of Development Security*

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1. Seller’s Notice of Demonstration Date.

Seller shall provide at least thirty (30) days prior Notice to SCE of the date selected by Seller (“Demonstration Date”), which Demonstration Date shall be no later than thirty (30) days following the Commercial Operation Date, during which Seller intends to demonstrate the Contract Capacity and the DER Contract Capacity. Upon SCE’s request, Seller shall make reasonable efforts to reschedule the Demonstration Date.

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2. Demonstration of Contract Capacity, DER Contract Capacity, [Installed DC Rating, and DER Installed DC Rating] [SCE Comment: For Solar Photovoltaic DERs].

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SCE shall complete a site visit on the Demonstration Date to verify that the Generating Facility was developed in accordance with the Generating Facility and Site Description set forth in Exhibit B and to determine the Demonstrated Contract Capacity, the DER Demonstrated Contract Capacity, [the Demonstrated Installed DC Rating, and the DER Demonstrated Installed DC Rating] [SCE Comment: For DERs that are Solar Photovoltaic]. In order to determine the Demonstrated Contract Capacity, SCE shall sum each of the DER Demonstrated Contract Capacities. In order to determine each DER Demonstrated Contract Capacity, SCE shall calculate the total nameplate rating for the generating equipment that is installed at each DER Site.

3. ~~Full or Partial Return of Development Security for Demonstrating [the Installed DC Rating and each DER Installed DC Rating] [SCE Comment: For Solar DERs only] [the Contract Capacity and the DER Contract Capacity] [SCE Comment: For all DER technologies except Solar Photovoltaic].~~

~~Unless SCE provides timely Notice to Seller that additional days are required to substantiate data, SCE shall within ten (10) Business Days after SCE’s site visit pursuant to Section 2 of this Exhibit J:~~

- ~~(a) Calculate the amount of Development Security refund due Seller pursuant to Sections 3.06(e) and 3.06(f);~~
- ~~(b) Provide Notice to Seller of (i) the amount of the Demonstrated Contract Capacity, [the Demonstrated Installed DC Rating, and each DER Demonstrated Installed DC Rating] [SCE Comment: For Solar DERs only], [and, the DER Demonstrated Contract Capacity] [SCE Comment: For all DER technologies except Solar Photovoltaic] and (ii) the amount of Development Security being returned pursuant to this Section 3;~~
- ~~(c) Return any Development Security due Seller if such Development Security were posted in the form of cash; and~~

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GTSR CR Rider Exhibit J Procedure for Demonstration of Contract Capacity and Partial or Full Return of Development Security



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(d) — Return the Letter of Credit to the issuing bank if the total amount of the posted Development Security is due Seller. If Seller is only entitled to a partial return of the Development Security SCE shall submit a drawing certificate on the Letter of Credit for the amount of Development Security forfeited by Seller, after which SCE shall release the remaining balance of the Letter of Credit.

To the extent Seller has posted Development Security in accordance with Section 3.06 and Seller is entitled to a partial return of the Development Security, SCE shall return only a portion of the Development Security based upon the level of the *[the Demonstrated Installed DC Rating] [SCE Comment: For DER Solar Photovoltaic] [the Demonstrated Contract Capacity] [SCE Comment: For all DER technologies except Solar Photovoltaic]*.

\*\*\* End of EXHIBIT J \*\*\*

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*GTSR CR Rider Exhibit J Procedure for Demonstration of Contract Capacity and Partial or Full Return of Development Security*

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**EXHIBIT J-2**

*Procedure for Demonstration of Contract Capacity ~~and~~  
Partial or Full Return of Development Security*

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**\*\*\*SCE Comment: For Baseload only.\*\*\***

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1. Seller’s Notice of Demonstration Hour.

Seller shall provide Notice to SCE of the date and hour selected by Seller, which hour must have occurred within thirty (30) days following the Commercial Operation Date, during which Seller claims it has demonstrated the applicable Contract Capacity and DER Contract Capacity (“Demonstration Hour”).

2. Demonstration of Contract Capacity.

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- (a) Unless SCE provides timely Notice to Seller that additional days are required to substantiate data, SCE shall, within thirty (30) days after Seller’s Notice of the Demonstration Hour, retrieve interval data downloaded from the CAISO Approved Meter or Check Meter for the twelve (12) hour periods before and after the Demonstration Hour; and
- (b) SCE may, at its sole discretion, complete a site visit within thirty (30) days after SCE’s receipt of Seller’s Notice of the Demonstration Hour to verify that the Generating Facility and each Distributed Energy Resource was developed in accordance with the Generating Facility and Site Description set forth in Exhibit B.

~~3. Full or Partial Return of Development Security for Demonstrating Contract Capacity.~~

~~Unless SCE provides timely Notice to Seller that additional days are required to substantiate data, SCE shall within ten (10) Business Days after SCE’s site visit pursuant to Section 2 of this Exhibit J:~~

- ~~(a) Calculate the amount of Development Security refund due Seller pursuant to Sections 3.06(e) and 3.06(f);~~
- ~~(b) Provide Notice to Seller of (i) the amount of the Demonstrated Contract Capacity and the DER Demonstrated Contract Capacity and (ii) the amount of Development Security being returned pursuant to this Section 3;~~
- ~~(c) Return any Development Security due Seller if such Development Security were posted in the form of cash; and~~
- ~~(d) Return the Letter of Credit to the issuing bank if the total amount of the posted Development Security is due Seller. If Seller is only entitled to a partial return of the Development Security SCE shall submit a drawing certificate on the Letter of Credit for the amount of Development Security forfeited by Seller, after which SCE shall release the remaining balance of the Letter of Credit.~~

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~~GTSR CR Rider Exhibit J Procedure for Demonstration of Contract Capacity and Partial or Full Return of Development Security~~

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RAP ID #[Number], [Name of Seller]

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~~To the extent Seller has posted Development Security in accordance with Section 3.06 and Seller is entitled to a partial return of the Development Security, SCE shall return only a portion of the Development Security based upon the level of the, the Demonstrated Contract Capacity.~~

\*\*\* End of EXHIBIT J \*\*\*

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GTSR CR Rider Exhibit J Procedure for Demonstration of Contract Capacity and Partial or Full Return of Development Security~~

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**EXHIBIT K-1**

*Lost Output*

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Lost Output, as used in Section 3.21, shall be estimated by Seller in accordance with the procedures described in this Exhibit K.

Seller shall (i) collect the measurement data and perform the engineering calculations specified below in one (1) or more Microsoft Excel Workbooks (the “Lost Output Workbook”) provided in a form and naming convention approved by SCE and (ii) electronically send the Lost Output Workbook to an address provided by SCE.

SCE shall have the right to verify all data by inspecting measurement instruments and reviewing Generating Facility Operating records.

Seller shall update the Lost Output Workbook each month and shall include the latest revision of the Lost Output Workbook with its monthly Lost Output Report.

1. Log of Lost Output Events.

The log of Lost Output Events must be created on a single, dedicated worksheet that is arranged with:

- (a) One (1) column for a unique Lost Output Event number;
- (b) One (1) column for the Term Year number;
- (c) One (1) column identifying the particular Distributed Energy Resource for which the event occurred;
- (d) One (1) column identifying the particular DER Site for which the event occurred;
- (e) One (1) column for the start date;
- (f) One (1) column for the start time;
- (g) One (1) column for the end date;
- (h) One (1) column for the end time;
- (i) One (1) column for the duration;
- (j) One (1) column for the cause;
- (k) One (1) column for the total of metered amounts associated with the Distributed Energy Resource for which the event occurred during all of the Settlement Intervals of the Lost Output Event;
- (l) One (1) column for the total of Seller’s estimate of the Lost Output during all of the Settlement Intervals of the Lost Output Event;

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RAP ID #[Number], [Name of Seller]

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- (m) One (1) column for a percentage calculated by *dividing* the preliminary results set forth in Item 1(l) of this Exhibit K by the Metered Amounts set forth in Item 1(k) of this Exhibit K; and
- (n) One (1) row for each Lost Output Event.

\*\*\* End of Exhibit K \*\*\*

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GTSR CR Rider Exhibit K

Lost Output

RAP ID #[Number], [Name of Seller]

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**Exhibit P  
Subscribed Customer Reporting Form**

*Customer Subscription details are to be provided 60 days prior to the Commercial Operation Date, and afterwards, on a monthly basis to Buyer in the form attached below. Note that Seller should only fill out either the "Capacity Subscribed (kW)" or the "Load Subscribed (kWh)" column. The appropriate column shall be dictated by the business model being employed by Seller pursuant to the CSA.*

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Name	Service Address	SCE service account number	Capacity Subscribed (kW)	Load Subscribed (kWh)	Load Served (kW)

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\*\*\* End of Exhibit P \*\*\*

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RAP ID# [Number], [Seller's Name]

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**EXHIBIT Q-1**

***QF Efficiency Monitoring Program – Cogeneration Data Reporting Form***

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[PrevYear]

**I. Name and Address of Project**

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
ID No.: \_\_\_\_\_ Generation Nameplate (KW): \_\_\_\_\_

**II. In Operation:** Yes  No

**III. Can your facility dump your thermal output directly to the environment?** Yes No

**IV. Ownership**

	Name	Address	Ownership (%)	Utility
1	_____	_____	_____	Y N
2	_____	_____	_____	Y N
3	_____	_____	_____	Y N
4	_____	_____	_____	Y N
5	_____	_____	_____	Y N

**V. [PrevYear] Monthly Operating Data**

- Indicate the unit of measure used for your Useful Thermal Energy Output if other than mBTUs:  
BTUs \_\_\_\_\_ Therms \_\_\_\_\_ mmBTUs \_\_\_\_\_
- If Energy Input is natural gas, use the Lower Heating Value (LHV) as supplied by Gas Supplier.

	Useful Power Output (1) (kWh)	Energy Input (Therms)	Useful Thermal Energy Output (mBtu)
<b>J</b>			
<b>a</b>			
<b>n</b>			
<b>F</b>			
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RAP ID# [Number], [Seller's Name]

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(1) Useful Power Output is the electric or mechanical energy made available for use from the facility.

\*\*\* End of Exhibit Q-1 \*\*\*

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GTSR – CR Rider Exhibit Q-1

QF-Efficiency Monitoring Program – Cogeneration Data Reporting Form

Page 2



RAP ID# [Number], [Seller's Name]

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EXHIBIT Q-2
Fuel Use Standards – Small Power Producer Data Reporting Form

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[PREVYEAR] ID No. \_\_\_\_\_

I. Name and Address of Facility ("Project")

Name: \_\_\_\_\_
Street: \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Generation Nameplate (KW): \_\_\_\_\_

II. Primary Energy: [ ] Biomass [ ] Waste [ ] Solar [ ] Other: \_\_\_\_\_

III. Ownership

Table with 5 rows and 4 columns: Name, Address, Ownership (%), Utility. Rows 1-5 for ownership details.

IV. [PrevYear] Monthly Operating Data

Table with 5 columns: Month, Useful Power Output (1) (kWh), Primary Energy Source (2) (mBTU), Supplementary Energy Source (3) (mBTU), Total Energy Input (4) (mBTU). Rows for Jan-Dec and Total.

- (1) Useful Power Output is the electric or mechanical energy made available for use from the facility.
(2) The Primary Energy Source must be biomass, waste, renewable resources, or geothermal resources. Use Lower Heating Value (LHV)
(3) The Supplementary Energy Source is the use of fossil fuel. Use Lower Heating Value (LHV)
(4) Please use Total Energy Input to include all energy sources: primary, supplementary, and auxiliary power from outside the facility.

\*\*\* End of Exhibit Q-2 \*\*\*

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**Attachment C**

**Redline of CR-RAM Rider (non-DERS)**

**GREEN TARIFF SHARED RENEWABLES (GTSR) COMMUNITY RENEWABLES  
(CR) PROGRAM PROJECT DEVELOPMENT RIDER AND AMENDMENT**

*to the*

**RENEWABLE POWER PURCHASE AGREEMENT**

*between*

**SOUTHERN CALIFORNIA EDISON COMPANY**

*and*

**[NAME OF SELLER]**

This Green Tariff Shared Renewables (“GTSR”) Community Renewables (“CR”) Program Project Development Rider and Amendment (“GTSR CR Rider”) to the Agreement (as that term is defined below) dated as of the GTSR CR Rider Effective Date (as that term is defined below) is entered into between Southern California Edison Company, a California corporation (“SCE”), and [Name of Seller], a [Legal Status of Seller] (“Seller”). SCE and Seller are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used herein and not otherwise defined in this GTSR CR Rider shall have the meanings ascribed to such terms in the Agreement.

**RECITALS**

The Parties enter into this GTSR CR Rider with reference to the following facts:

- A. Concurrently herewith, SCE and Seller enter into that certain Renewable Power Purchase Agreement, (as amended from time to time, the “Agreement”), under which, among other things, Seller is willing to construct, own, and Operate a Generating Facility, which qualifies, or will qualify, as an ERR, and to sell the Product to SCE, and SCE is willing to purchase the Product from Seller, pursuant to the terms and conditions set forth in this Agreement.
- B. The Parties seek to modify the Agreement in order to incorporate provisions related to the GTSR-CR Decisions.

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**AGREEMENT**

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

1. The List of Exhibits is amended to add the following at the end thereof:  
“P. Subscribed Customer Reporting Form.”
2. Section 1.03(a) is deleted and replaced with the following:  
“Subject to any extensions made pursuant to Sections 3.06(ed) or 5.03, and further subject to Section 1.03(c), the Commercial Operation Date must be no later than the date that is the first day of the month occurring thirty-six months after CPUC Approval (‘Commercial Operation Deadline’).”
3. Section 1.03(b) is deleted and replaced with the following:  
“Subject to Section 1.03(d), if Seller has not obtained Permit Approval on or before that date that is ninety (90) days before the first day of the month following the date that is thirty-six (36) months from the date of CPUC Approval, then, upon SCE’s receipt of Notice from Seller, which Notice must be provided at least sixty (60) days before the date that is thirty-six (36) months from the date of CPUC Approval, the Commercial Operation Deadline shall be extended six (6) months from the first day of the month following the date that is thirty-six (36) months from the date of CPUC Approval; *provided, however*, such extension shall not be given if the failure to obtain Permit Approval was as a result of Seller’s failure to take all commercially reasonable actions to apply for and meet all of its requirements and deadlines to obtain such Permit Approval.”
4. Section 1.05(a) is deleted and replaced with the following:  
“Subject to Sections 1.05(b) and 1.05(c)(i), the Product Price is: (i) *[Dollar amount text]* dollars (*[\$[Number]*) per MWh, for Subscribed Delivered Energy, (the ‘Subscribed Product Price’); and (ii) **for each TOD Period**, the lesser of (x) the DLAP Price plus the Renewable Energy Credit Market Price, and (y) the Subscribed Product Price **multiplied by the applicable Product Payment Allocation Factor**, for Unsubscribed Delivered Energy (the ‘Unsubscribed Product Price’).”
5. Section 1.08 is deleted in its entirety and replaced with the following: “[Intentionally Omitted.].”
6. Section 2.02(b)(i) is amended to insert the phrase “that is the first calendar day of a month” after the words “the Commercial Operation Date shall be a date”.

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7. Sections 2.04(a)(xiii) and (xiv) are deleted and replaced with the following:
  - “(xiii) Seller’s obligations under Sections 3.01(d)(iv), 3.31, and 3.34; and
  - (xiv) The obligation of Seller to transfer Green Attributes associated with Product, in accordance with Section 3.01(b), for which SCE has paid the Product Price for or issued a bill credit for.”.
8. Section 2.04(b) is amended to add the phrase “lesser of the Subscribed Product Price and the Unsubscribed” to the second paragraph after the phrase “Capacity Attributes and Resource Adequacy Benefits to SCE at the” and before the words “Product Price”.
9. Section 3.01(d)(iv) is amended to delete the parenthetical “(which cost shall not be subject to the Compliance Expenditure Cap)”.
10. Section 3.03 is deleted and replaced with the following: “Throughout the Delivery Term, Seller shall not sell the Product (or any portion thereof) to any entity other than: (i) to SCE, and (ii) to Customers in accordance with the CSA.”.
11. New Sections 3.12(c)(xii), (xiii), and (xiv) are added as follows:
  - “(xii) Seller shall have delivered to Buyer no later than sixty (60) days prior to the anticipated Commercial Operation Date the Subscription Information and Bill Credit Instructions required under Section 3.29 containing the information required by such report;
  - (xiii) Buyer shall have confirmed in writing that it has verified, with respect to each Subscribed Customer listed in the Subscription Information and Bill Credit Instructions delivered pursuant to Section 3.12(c)(xii) that: (x) such Customer has enrolled in Buyer’s CR Tariff; and (y) the Subscription amount for such Customer (1) does not exceed one hundred twenty percent (120%) of such Customer’s forecasted annual load, as such load is reasonably determined by Buyer based on historical usage data, and (2) is projected to be an amount of energy per year equal to or greater than: (A) 100 kWh per month on average, calculated on an annual basis or (B) twenty five percent (25%) of such Customer’s load, or as otherwise required by Green-e® Energy; and
  - (xiv) Seller shall deliver to Buyer an original legal opinion, in form and substance acceptable to Buyer, and addressed to Buyer. The legal opinion shall state that the transactions between the Customers and Seller either (x) do not involve the offer or sale of ‘securities’ under California or federal law, or, (y) to the extent that such transactions involve the offer or sale of securities under California or federal law, the transactions (1) involve the offer or sale of securities that are registered under federal securities law and exempt from qualification under California securities law, (2) involve the offer or sale of securities that are

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registered under federal securities law and are qualified under California securities law, (3) involve the offer or sale of securities that are exempt from registration under federal securities law and are qualified under California securities law, or (4) involve the offer or sale of securities that are exempt from registration under federal securities law and exempt from qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to Buyer in its reasonable discretion. The Seller must submit to Buyer an attestation from an officer of Seller that the fact certificate provided by an officer of the Seller to the law firm issuing the legal opinion is true and complete and that Seller’s business model with Customers is, and throughout the Delivery Term will be, as described in the legal opinion.”.

12. New Sections 3.29, 3.30, 3.31, 3.32, 3.33, and 3.34 are added as follows:

“3.29 Subscription.

Seller shall provide Buyer with Subscription Information and Bill Credit Instructions in the format set forth in Exhibit P (as such Exhibit P may be modified by the Buyer in its reasonable discretion to reflect updates to its business practices) setting forth, with respect to each of Seller’s Customers for the Project, the information required in Exhibit P, such Subscription Information and Bill Credit Instructions to be delivered no later than sixty (60) days prior to the Commercial Operation Date and, thereafter, ten (10) Business Days after the first day of each calendar month, with respect to the prior calendar month. Following the Effective Date, Seller may include only Customers for the Project who are located in Buyer’s then-current service territory on Seller’s Subscription Information and Bill Credit Instructions. If Seller becomes aware of incorrect information contained in any current or previously submitted Subscription Information and Bill Credit Instructions, Seller shall provide Buyer with updated Subscription Information and Bill Credit Instructions. Buyer shall not be liable for any action it takes or fails to take based on incorrect information contained in inaccurate or incomplete Subscription Information and Bill Credit Instructions.

3.30 Assignment of Payments.

Throughout the Delivery Term, Seller shall assign the right to payments for Subscribed Delivered Energy to its Customers.

3.31 Green-e® Energy.

- (a) Throughout the Delivery Term, Seller shall:
  - (i) Comply with the Green-e® Energy eligibility criteria, requirements and best practices as updated from time to time by Green-e® Energy;
  - (ii) Provide all forms, disclosures and other documentation required by

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- Buyer and its auditors in connection with the annual Green-e® Energy verification and audit;
- (iii) Provide to Buyer a copy of all annual Disclosure Documents that it provides to Customers;
  - (iv) Provide Buyer with a completed 'Green-e® Energy Attestation From Generator Participating In A Tracking System' form (or successor form available on Green-e® Energy's website) promptly when required by Buyer; and
  - (v) Provide Buyer with Green-e® Energy host attestations as they are requested.
- (b) Throughout the Delivery Term and surviving expiration of the Agreement, Seller shall disclose information requested by Buyer or Green-e® Energy for Green-e® Energy certification, including but not limited to information related to:
- (i) Seller agreeing to provide Green-e® Energy certified resources to all Customers;
  - (ii) Seller agreeing to abide by Green-e® Energy requirements and best practices as specified on the Green-e® Energy website;
  - (iii) Ensuring that all marketing of and disclosures relating to the Project is accurate and in compliance with the FTC Green Guides, and Green-e® Energy requirements, the Green-e® Energy Code of Conduct, and best practices;
  - (iv) Seller maintaining a webpage with disclosures about the Project, Seller's customer service contact information, and links to both Buyer's CR webpage and the Green-e® Energy website;
  - (v) Providing completed Disclosure Documents to each potential Customer prior to signing a CSA with a customer and in a welcome packet distributed sixty (60) days prior to the Commercial Operation Date and annually thereafter (and in each case with a copy to Buyer), along with a statement that such Disclosure Documents are required by Green-e® Energy, which shall include, without limitation: (1) the amount of energy, in kWh, that Customer has been provided from the Project; (2) the price per kW or kWh; (3) the kW or kWh contracted for (option to also include percentage of Generating Facility's output); (4) the Term; (5) the renewable resource mix; (6) the Generating Facility location; (7) Seller's contact information; (8) a disclaimer stating that capacity does not guarantee a certain amount of output and output may vary (if selling in kW); (9) an estimated output in kWh for each Customer's Subscription (if selling in kW); (10) the average kW needed to power a home in the region (if selling in kW); (11) Seller's customer service contact information; (12) a

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- link to Buyer’s CR webpage; (13) all terms and conditions of Customer’s Subscription; and (14) a statement that these disclosures are required by Green-e® Energy and information about Green-e® Energy certification and link to Green-e® Energy’s website: [www.green-e.org/energy](http://www.green-e.org/energy); and
- (vi) Seller’s compliance with Green-e® Energy’s annual verification and audit.

3.32 Marketing Requirements.

Prior to the Effective Date and continuing throughout the Delivery Term: (a) Seller shall have complied with and shall continue to comply with SCE’s marketing requirements, as set forth on SCE’s website, at [www.on.sce.com/CRDevInfo](http://www.on.sce.com/CRDevInfo), or successor thereof, and as may be modified by SCE from time to time, and any Green-e® Energy eligibility criteria and requirements; (b) all marketing by Seller shall be accurate and in compliance with the FTC Green Guides; (c) any changes to the marketing plan or marketing materials shall be submitted to Buyer for review prior to Seller’s use of such materials; and (d) Seller shall maintain an internet website dedicated to the Project containing disclosures about the Project as required by Green-e® Energy, including a link to Buyer’s CR Tariff webpage, a link to the Green-e® Energy website, and customer service contact information.

3.33 California Air Resources Board’s Voluntary Renewable Electricity Program.

Throughout the Delivery Term, the Seller shall ensure that the Project complies with the requirements of the California Air Resources Board’s Voluntary Renewable Electricity Program and Seller shall provide Buyer with all documents necessary to enable Buyer to retire greenhouse gas allowances on behalf of Customers in compliance with the California Air Resources Board’s Voluntary Renewable Electricity Program.

3.34 Customer-Seller Agreement.

Seller shall have a CSA with each Customer, which shall comply with the Green-e® Energy eligibility criteria and requirements, and Seller shall be required to include the following provisions in each CSA:

- (a) An outline detailing the program structure of the CR Tariff, including the bill credit mechanism and a statement that Buyer is not a party to, or third party beneficiary of, the CSA or the transactions between Seller and Customer, other than as a conduit for bill credits pursuant to Seller’s Subscription Information and Bill Credit Instructions;

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- (b) The benefits and risks to Customer of subscribing to the Project, including any termination of the Agreement or termination fees that may be assessed by Seller or Buyer, and that Customer should not expect to receive bill credits in excess of the amount of consideration it provides to Seller under the CSA;
- (c) Customer acknowledgment of the risks associated with participating in wholesale energy markets;
- (d) Customer acknowledgment that it should not have any expectation of profits in deciding to enter into the CSA;
- (e) Customer acknowledgment that it will only receive bill credits to the extent the Project actually generates Qualified Amounts and Seller provides the correct Subscription Information and Bill Credit Instructions to Buyer as specified in Section 3.29;
- (f) The CSA will automatically terminate upon termination or expiration of this Agreement;
- (g) Customer acknowledgment that Buyer is not an issuer or underwriter under California or federal securities laws with respect to the Project, and that Buyer is not making an offer to sell or selling any securities whatsoever;
- (h) All disputes (including those related to bill credits) will be handled between the Seller and Customer pursuant to the dispute resolution provisions in the CSA;
- (i) Customers must enroll with Buyer's CR Tariff as a condition to being eligible to receive bill credits;
- (j) Customers must un-enroll from Buyer's CR Tariff if Customer no longer wishes to subscribe to the Project;
- (k) Customers cannot transfer their Subscriptions to other parties;
- (l) Customers may not subscribe for more than 120% of their forecasted annual load, as reasonably determined by Buyer based on historical usage data;
- (m) Customer Subscription payments to Seller, if any, are refundable until the Commercial Operation Date has been achieved, and Customer subscriptions are portable within Buyer's territory upon the Effective Date;
- (n) Seller shall notify Customer in the event of Seller's imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on the Project;
- (o) Disclosure that the Customer Subscription may be considered a 'security' issued by Seller under federal or state law;

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- (p) Customer is not guaranteed any energy production from the Project;
- (q) Information describing Green-e® Energy and what requirements Seller is subject to in order to provide Customers with Green-e® Energy product;
- (r) A description of Customer access rights to the Site and the Generating Facility, if any;
- (s) Seller and Buyer shall share Customer information amongst themselves for purposes of billing and credits, program eligibility and verifying participation and that Buyer and Seller shall maintain the confidentiality of Customer information;
- (t) Seller's customer service department must respond to Customer inquiries within two (2) Business Days after a Customer request;
- (u) Seller shall indemnify Customers for claims arising from or related to Seller's construction, operation or financing of the Project, including liens of any type, mortgages, stop notices, and claims for bodily injury, death or property damage or destruction;
- (v) Seller will provide Buyer with Subscription Information and Bill Credit Instructions related to the Subscribed capacity, and Seller shall indemnify Buyer for all related claims and billing disputes between Customer and Seller. All bill credits to Customer shall be subject to set-off and counterclaim by Buyer under Seller's power purchase agreement with Buyer;
- (w) A Seller transfer or sale of the Project to another entity will be subject to Buyer's consent and the transferee must (i) accept all of Seller's obligations under the power purchase agreement between Buyer and Seller, including all duties, liabilities and indemnities, and (ii) either enter into new CSAs containing the same terms and conditions as the original CSAs with existing Customers, or accept assignment of the existing CSAs with existing Customers. In addition, Seller shall provide Customers with notice of any such transfer or sale of the Project;
- (x) Seller shall notify Customers of any proposed modifications to the Project and provide Customers adequate time to withdraw their Subscription to the Project due to any such proposed modifications;
- (y) A Customer's minimum Subscription must be projected to be an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer's load, or as otherwise required by Green-e® Energy;
- (z) Within sixty (60) days after the Commercial Operation Date, Seller must provide completed Disclosure Documents and a statement that Seller is

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required by Green-e® Energy to provide updated Disclosure Documents to Customer on an annual basis;

- (aa) Seller will not make any statements or representations in the CSA or its marketing materials implying that renewable energy is being used or delivered to anyone unless Seller knows that Renewable Energy Credit ownership supports such statements;
- (bb) Seller representation that any electricity, stripped of Renewable Energy Credits is null power and no longer renewable and that, due to change of law provisions in the power purchase agreement between Buyer and Seller, power delivered may cease to be renewable;
- (cc) Seller covenants not to claim the Renewable Energy Credits associated with any Metered Amounts;
- (dd) Seller obligation regarding transfer and chain of custody of Renewable Energy Credits;
- (ee) Seller shall provide Customer notice of any direct change of control of Seller (whether voluntary or by operation of law);
- (ff) Seller shall disclose to Customers whether or not Seller will pursue Full Capacity Deliverability Status for the Project and the effects of achieving or not achieving Full Capacity Deliverability Status on the amount Customers will receive in bill credits;
- (gg) Customer acknowledgment that rates offered under the CSA may not ultimately be cheaper than those offered under utility service and that the only aspect of service from Seller that can be kept constant for the term of the CSA is the generation rate component of the Customer’s bill; and
- (hh) The generation rate component shall be a term in the CSA.”.

13. Section 4.01(a) is deleted and replaced with the following:

“SCE shall provide information to Seller regarding CAISO Revenues, CAISO Costs, CAISO Sanctions, and SCE Penalties and shall pay Seller and issue bill credits to Customers for Product in accordance with: (i) approved, accurate, and undisputed Subscription Information and Bill Credit Instructions, and (ii) Exhibit E.”.

14. Section 4.01(b) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “SCE has no obligation to purchase from Seller” and before the words “any Product”.

15. Section 4.01(c) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “obligated to pay Seller” and before the words “for any CP”.

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- 16. Section 4.01(d) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “SCE shall compensate Seller” and before the words “for lost Federal Production Tax Credits”. *[SCE Comment: For Sellers that are eligible for the Federal Production Tax Credit]*
- 17. Section 4.01(e) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “SCE will not be obligated to pay Seller” and before the words “for any Product”.
- 18. New Sections 4.01(f), (g), and (h) are added as follows:
  - “(f) Buyer shall make payment of each invoice related to the Unsubscribed Capacity directly to Seller and in accordance with Exhibit E. Buyer and Seller acknowledge that payment to Seller under this Agreement of each invoice related to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the Seller’s Subscription Information and Bill Credit Instructions, the GTSR-CR Decisions and Exhibit E, and Seller hereby assigns any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers.
  - (g) Notwithstanding any other provision in this Agreement, Buyer is not obligated to provide a bill credit: (i) to any Customer that does not meet the requirements of this Agreement, or (ii) if Buyer determines, in its reasonable discretion, that the information contained in the Subscription Information and Bill Credit Instructions is incorrect. Retroactive changes to Subscription Information and Bill Credit Instructions will not be permitted.
  - (h) Seller shall pay all CAISO charges, CAISO Sanctions, and CAISO Costs, and SCE shall retain all CAISO Revenues resulting from such violation of Section 1.05(d).”.
- 19. Section 4.03 is deleted and replaced with the following:

“4.03 Scheduling Coordinator.  
Commencing on the Commercial Operation Date, SCE, or its designee, shall act as Seller’s Scheduling Coordinator and carry out all duties as Scheduling Coordinator in accordance with CAISO Tariff protocols.”.
- 20. Section 4.05(a) is amended by adding the following sentence at the end thereof:

“Notwithstanding the foregoing, Buyer shall retire Renewable Energy Credits associated with Subscribed Delivered Energy on behalf of Subscribed Customers.”.
- 21. Sections 6.01(b)(xiii) and (xiv) are deleted and replaced with the following:

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- “(xiii) The entire Generating Facility fails to qualify as an ERR;
  - “(xiv) Any electric energy from the Generating Facility and sold or to be sold to SCE hereunder fails to qualify as eligible renewable energy for purposes of the RPS Legislation;”.
22. Section 10.02(a)(i) is amended to add the phrase “or control” after the phrase “Seller shall own”.
23. Section 10.02(d) is amended to add the following new sentence at the end thereof:
- “The last sentences in Sections 10.02(b) and 10.02(c) shall not be applicable to Seller’s representations, warranties and covenants in the remaining portions of Sections 10.02(b) and 10.02(c). If Seller breaches or fails to perform its representations, warranties and covenants under Sections 10.02(b) and 10.02(c), such breach or failure to perform and satisfy the obligations under such sections shall be considered an Event of Default by Seller.”.
24. New Sections 10.02(h), (i), (j) and (k) are added as follows:
- “(h) Seller and, if applicable, its successors, represents, warrants and covenants that prior to the Effective Date, on the Effective Date and continuing throughout the Delivery Term:
    - (i) Seller has received from Buyer and has read Attachment 1 of the CPUC’s CCA Code of Conduct decision (D.12-12-036) and has not and will not circumvent it;
    - (ii) Seller has and shall continue to incorporate in each CSA it enters into with Customers the provisions required to be included in the CSA as identified in Sections 3.31 and 3.34;
    - (iii) Seller has not and shall continue not to use Buyer’s corporate name, trademark, trade name, logo, identity or any affiliation for any reason without Buyer’s prior written consent; and
    - (iv) Seller has not and will not enter into CSAs for Subscribed Capacity exceeding, in the aggregate, one hundred percent (100%) of the Contract Capacity; and Seller has not and will not enter into a CSA with any individual Customer for a Subscription exceeding 2 MW (except in the case of federal, state or local governments, schools or school districts, county offices of education, any of the California Community Colleges, the California State University or the University of California).
  - (i) Seller and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term:

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- (i) Seller shall have, at a minimum, one Subscribed Customer per MW of Contract Capacity;
  - (ii) The Metered Amounts qualify as Green-e® Energy eligible and are Green-e® Energy certified product;
  - (iii) The Subscription Information and Bill Credit Instructions required under Section 3.29 shall be accurate and complete; and
  - (iv) The Project complies with the requirements of the California Air Resources Board's Voluntary Renewable Electricity Program.
- (j) Seller acknowledges that the Subscriptions it sells may be considered securities under federal or California law and, accordingly, Seller represents that it has retained its own legal counsel to provide advice on securities law matters.
- (k) With respect to the legal opinion delivered pursuant to Section 3.12(c)(xiv), Seller hereby represents and covenants that:
- (i) The lawyer primarily responsible for the issuance of the opinion has, within the last eight (8) years, practiced federal and California securities law as a significant portion of their practice (meaning at least five (5) full-time years), and such experience included registering or qualifying offerings or sales of securities, effecting private placements of securities, and/or advising issuers or sellers of securities with respect to exemptions from qualification and registration requirements;
  - (ii) The lawyer primarily responsible for issuance of the opinion is licensed to practice law in California and the lawyer's license is active and not under suspension; and
  - (iii) The law firm issuing the opinion carries a minimum of ten million dollars (\$10,000,000) in professional liability insurance coverage that includes coverage for securities practice.”.

25. A new Section 10.03(b)(ix) is added as follows:

- “(ix) Seller shall defend, hold harmless and indemnify Buyer and its parent company, subsidiaries, affiliates, and its and their directors, officers, employees, shareholders, successors, and assigns from any and all damages, losses, or liability (including reasonable attorney's fees) for any and all claims or causes of action arising from or in connection with Seller's Subscription Information and Bill Credit Instructions, subscriptions, bill credits, disputes, violations of Applicable Laws, misrepresentations made by Seller or Seller's contractors, agents, or representatives, claims relating to securities laws, or Green-e® Energy certification, or loss thereof.”.

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- 26. Section 10.04(a) is amended by adding the following new sentence at the end thereof: “In the case of an assignment of this Agreement by Seller, the assignee must assume the rights and obligations of the Seller under each CSA.”.
- 27. Section 10.09(d) is amended by adding the following new sentence at the end thereof: “No Customer or any other third party shall be a third party beneficiary of this Agreement.”.
- 28. A new section 10.09(r) is added as follows:
  - “(r) Nothing contained in this Agreement shall be construed as creating any relationship whatsoever between Buyer and Seller, including that of partners, coemployment, or joint venture parties.”.
- 29. Section 10.10(a)(vii) is amended by adding the words “Green-e® Energy,” after the words “CPUC, CEC, FERC,”.
- 30. Section 10.14 is deleted and replaced with the following:

“Except as specifically provided in this Agreement, any outstanding and past due payment amounts owing and unpaid by either Party under the terms of this Agreement, excluding bill credits to Customers, will be eligible to receive a Late Payment Simple Interest Payment calculated using the Interest Rate for the number of days between the date due and the date paid.”.
- 31. Section 10.15 is amended by adding the phrase ~~“or Automated Clearing House, or by”~~, issuing bill credits to Customers, ~~“as applicable.”~~ after the phrase “made by wire transfer”.
- 32. Exhibit A is amended to delete the following defined terms:
  - “Accepted Compliance Costs”,
  - “Compliance ~~Action~~Actions”,
  - “Compliance Expenditure Cap”, and
  - “TOD Period Product Payment”.
- 33. The definition of “Curtailed Product Payment” in Exhibit A is amended by inserting the words “or bill credits” after the phrase “the sum of all payments”.
- 34. The definition of “Generating Facility” in Exhibit A is deleted and replaced with the following:

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“Generating Facility” means Seller’s newly constructed electric generating facility that has never generated electricity before the Commercial Operation Date, except for testing pursuant to this Agreement, as more particularly described in Exhibit B, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at the facility, *[and, with respect to the Shared Facilities, Seller’s interests in such Shared Facilities]* {SCE Comment: *Only applicable to projects that have Shared Facilities*} excluding the Site, land rights and interests in land.

- 35. The definition of “Paid Curtailed Product” in Exhibit A is amended by inserting the words “or provide bill credits to Customer(s),” after the phrase “SCE is obligated to pay Seller”.
- 36. The definition of “Product Price” in Exhibit A is deleted and replaced with the following:  
“Product Price” means the Subscribed Product Price or the Unsubscribed Product Price, as applicable.
- 37. The definition of “Term Year” in Exhibit A is deleted and replaced with the following:  
“Term Year” means a twelve (12) month period beginning on the Commercial Operation Date and each successive twelve (12) month period thereafter.
- 38. Exhibit A is amended to add the following new defined terms:  
  
“California Air Resources Board’s Voluntary Renewable Electricity Program” means the voluntary program to reduce GHG emissions under the California Cap-and-Trade Program as set forth in 17 C.C.R. Sections 95841 and 95831.  
  
“CCA Code of Conduct” means the code of conduct adopted by the CPUC related to interactions with community choice aggregators, pursuant to Senate Bill 790 and as set forth in decision D.12-12-036.  
  
“CR” has the meaning set forth in the preamble.  
  
“CR Tariff” means that tariff available to customers of Buyer, between Buyer and customer, such that customers may become a Customer of Seller’s Generating Facility.  
  
“Customer” means a customer of Buyer who takes bundled services from Buyer including having all its power requirements purchased by Buyer, and who has signed up under the CR Tariff to receive benefits from Seller’s Generating Facility.  
  
“Customer-Seller Agreement” or “CSA” means that agreement to be executed between Customer and Seller in order for Customer to Subscribe to Seller’s Generating Facility, which shall be subject to those requirements set forth within Section 3.34 of this Agreement. Buyer shall not be a party to the Customer-Seller Agreement.

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“Default Load Aggregation Point” or “DLAP” has the meaning set forth in the CAISO Tariff.

“Default Load Aggregation Point Price” or “DLAP Price” means the hourly Integrated Forward Market Default Load Aggregation Point Locational Marginal Price as determined by the CAISO for the Buyer’s applicable CAISO Transmission Access Charge Area.

“Disclosure Documents” means those disclosure documents required by Green-e® Energy to be provided by Seller to Customers and potential Customers, as they may be amended, supplemented or replaced from time to time, as set forth on the Green-e® Energy website at [http://green-e.org/verif\\_docs.html](http://green-e.org/verif_docs.html), or successor thereof.

“FTC” means the Federal Trade Commission.

“FTC Green Guides” means those guiding documents published on the FTC website intended to provide guidance on (1) general principles applicable to environmental marketing claims, (2) how consumers are likely to interpret particular claims and how marketers can substantiate these claims, and (3) how marketers can qualify their claims to avoid deceiving customers.

“Green-e® Energy” means the national certification program for renewable energy administered by the Center for Resource Solutions, as such program may be amended, supplemented or otherwise changed from time to time, and about which information can be found at <http://www.green-e.org>, or successor thereof.

“Green-e® Energy Code of Conduct” means the code of conduct published by Green-e® Energy that outlines the requirements for consumer protection and environmental standards, and which can be found at <http://www.green-e.org>, or successor thereof.

“GTSR” has the meaning set forth in the preamble.

“GTSR-CR Decisions” means the CPUC Decisions promulgated pursuant to Senate Bill 43, including Decisions 15-01-051, 16-05-006, and any other existing or future ruling, decision, or regulation related to GTSR enacted, adopted or promulgated by any applicable Governmental Authority.

“GTSR CR Rider” has the meaning set forth in the preamble.

“Integrated Forward Market” has the meaning as set forth in the CAISO Tariff.

“Minimum Subscription Requirement” has the meaning set forth in Exhibit E.

“Renewable Energy Credit Market Price” means \$10/MWh.

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“Subscribed Capacity” means the aggregate Subscription level of all Customers with Subscriptions to the Generating Facility for each month.

“Subscribed Delivered Energy” means that portion of the Qualified Amounts equal to the product of (a) the sum of Qualified Amounts minus (i) any electric energy produced by the Generating Facility for which SCE is not obligated to pay Seller as set forth in Section 4.01(e), in kWh, and minus (ii) any electric energy produced by the Generating Facility as set forth in Section 1.05(c)(ii), in kWh, in all hours for the TOD Period being calculated, measured in kWh; and (b) the quotient of the Subscribed Capacity divided by the Contract Capacity.

“Subscribed Product Price” has the meaning set forth in Section 1.05.

“Subscription”, “Subscribe”, “Subscribed” and other grammatical variations thereof means:

- (a) In the case of a capacity-based subscription business model employed in the CSA, the subscription that a Customer has signed up for, expressed in kW.
- (b) In the case of an energy-based subscription business model employed in the CSA, the monthly subscription that a Customer has signed up for (expressed in kWh/month), multiplied by the Contract Capacity (expressed in kW), divided by the Expected Annual Net Energy Production (expressed in kWh/year), multiplied by 12 months/year, the product of which shall be equal to the Subscription of the Customer, expressed in kW.

Example: Customer energy subscription (kWh/month) x Contract Capacity (kW) x 12 (months/year) / Expected Annual Net Energy Production (kWh/year) = Subscription (kW).

“Subscription Information and Bill Credit Instructions” means the information required to be provided by Seller to Buyer in accordance with Section 3.29 and as set forth in the form provided in Exhibit P.

“Unsubscribed Capacity” means the Contract Capacity minus the Subscribed Capacity for each billing month.

“Unsubscribed Delivered Energy” means that portion of the Qualified Amounts equal to the product of (a) the sum of Qualified Amounts, in all hours for the TOD Period being calculated, measured in kWh, and (b) the quotient of the Unsubscribed Capacity divided by the Contract Capacity.

“Unsubscribed Product Price” has the meaning set forth in Section 1.05.

39. Exhibit E is deleted in its entirety and replaced with a new Exhibit E, as attached hereto.

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- 40. A new Exhibit P, as attached hereto, is added to the exhibits after Exhibit O.
- 41. MISCELLANEOUS
  - (a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.
  - (b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect. Each of the Parties hereby represents and warrants that the representations contained in the Agreement are true on and as of the date hereof as if made by the Party on and as of said date.
  - (c) Governing Law. THIS GTSR CR RIDER AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS GTSR CR RIDER.
  - (d) Successors and Assigns. This GTSR CR Rider shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
  - (e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this GTSR CR Rider on behalf of such Party and to bind such Party to this GTSR CR Rider. Any written notice required to be given under the terms of this GTSR CR Rider shall be given in accordance with the terms of the Agreement.
  - (f) Effective Date. This GTSR CR Rider shall be deemed effective as of the Execution Date (the "GTSR CR Rider Effective Date").
  - (g) Further Agreements. This GTSR CR Rider shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
  - (h) Counterparts; Electronic Signatures. This GTSR CR Rider may be executed in one or more counterparts, each of which will be deemed to be an original of this GTSR CR Rider and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this GTSR CR Rider and of signature pages by facsimile transmission, Portable Document

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Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this GTSR CR Rider as to the Parties and may be used in lieu of the original GTSR CR Rider for all purposes.

*[Remainder of Page Left Intentionally Blank.]*

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GTSR CR Rider  
[10/201704/2018](#)

**Southern California Edison**

*Confidential Information*

RAP ID #[Number], [Name of Seller]

IN WITNESS WHEREOF, the Parties hereto have caused this GTSR CR Rider to be executed as of the Execution Date.

<b>[SELLER],</b> a [State and form of incorporation].
By:  _____ [Name] [Title]

<b>SOUTHERN CALIFORNIA EDISON COMPANY,</b> a California corporation.
By:  _____ [Name] [Title]

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GTSR CR Rider  
10/201704/2018

**EXHIBIT E**

*Payments and Invoicing*

**1. COST RESPONSIBILITY, INVOICING AND PAYMENTS UPON COMMENCEMENT OF THE TERM**

**1.01 Cost Responsibility Upon Commercial Operation.**

(a) **SCE Cost Responsibility.**

Upon the Commercial Operation Date and for the remainder of the Term,

- (i) Except under the circumstances set forth in Section 4.01(e), SCE shall make monthly Product Payments to Seller and issue bill credits to Customers for Product delivered to SCE calculated in the manner described in Section 1.02 below and Exhibit M;
- (ii) Except as set forth in Exhibit M and Section 1.01(b) of Exhibit E, SCE shall be responsible for all CAISO Costs and CAISO Sanctions and have the right to receive all CAISO Revenues;

(iii) To the extent that SCE requires Seller to participate in the PIRP/EIRP program, SCE shall be responsible for PIRP/EIRP forecasting fees.  
*{SCE Comment: For Intermittent Only.}*

(b) **Seller Cost Responsibility.**

Upon the Commercial Operation Date and for the remainder of the Term:

- (i) If Seller fails to comply with the Forecasting provisions set forth in Exhibit D, Seller shall pay an SCE Penalty as set forth in Exhibit M.  
*{SCE Comment: Intermittent only.}*
- (ii) Seller shall be responsible for CAISO Costs and CAISO Sanctions, under the circumstances specified in Section 4.01(e) *[and RA Deficit Payments under the circumstances specified in Section 3.02] {SCE Comment: Only applicable if Seller has chosen the option to make RA Deficit Payments.}*
- (iii) Seller shall be responsible for Negative LMP Costs, if applicable, as set forth in Section 1.05(c)(i).
- (iv) Seller shall be responsible for CAISO Costs and CAISO Sanctions and shall receive CAISO Revenues under the circumstances specified in Section 1.05(c)(ii).
- (v) Seller shall make monthly payments calculated in the manner described in Section 1.02 below and Exhibit M.

**1.02 Product Payment Calculations After Commercial Operation Date.**

For the purpose of calculating monthly payments and issuing bill credits to Customers for Product delivered to SCE as of the Commercial Operation Date in accordance with the

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terms of this Agreement (“Product Payments”), Qualified Amounts will be time-differentiated according to the TOD Periods set forth in Exhibit I, the pricing will be weighted by the Product Payment Allocation Factors set forth in Exhibit I, and:

- (i) if the quotient of the billing month’s average Subscribed Capacity divided by the Contract Capacity is greater than the minimum Subscription level required for the corresponding billing month as specified in the table below (“Minimum Subscription Requirement”), then: (a) payment for Subscribed Delivered Energy shall be calculated pursuant to the GTSR-CR Decisions and shall be applied as a bill credit to Customers, and (b) payment for Unsubscribed Delivered Energy shall be calculated using the Subscribed Product Price, and shall be paid to Seller, net any amounts owed; and
- (ii) if the quotient of the billing month’s average Subscribed Capacity divided by the Contract Capacity is less than the applicable Minimum Subscription Requirement, then: (a) payment for Subscribed Delivered Energy shall be calculated pursuant to the GTSR-CR Decisions and shall be applied as a bill credit to Customers, and (b) payment for Unsubscribed Delivered Energy shall be paid to Seller and shall be calculated using the lesser of the Unsubscribed Product Price and Subscribed Product Price, and shall be paid to Seller, net any amounts owed.

<b>Years of Operation</b>	<b>Minimum subscription level for purposes of calculating the Minimum Subscription Requirement</b>
First Term Year	45%
Second Term Year	70%
Third Term Year	90%
Fourth Term Year through the remainder of the Delivery Term	95%

Monthly Product Payments will equal the sum of (i) the sum of the monthly payments for all TOD Periods in the month and (ii) the Curtailed Product Payment. Each monthly payment will be calculated pursuant to the following formulas, where “n” is the TOD Period being calculated:

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SELLER'S PAYMENT<sub>n</sub> (if Minimum Subscription Requirement is met) =  $A \times C \times (D - E - F) \times [(I - H)/I] + G$

SELLER'S PAYMENT<sub>n</sub> (if Minimum Subscription Requirement is not met) =  $B \times \cancel{C} \times (D - E - F) \times [(I - H)/I] + G$

Where:

- A = Subscribed Product Price, in \$/kWh (i.e., \$/MWh/1000).
- B = The ~~lesser of (i) the Unsubscribed Product Price and (ii) the Subscribed Product Price~~, in \$/kWh (i.e., \$/MWh/1000).
- C = Product Payment Allocation Factor for the TOD Period "n" being calculated.
- D = The sum of Qualified Amounts in all hours for the TOD Period "n" being calculated in kWh.
- E = Any electric energy produced by the Generating Facility for which SCE is not obligated to pay Seller as set forth in Section 4.01(e), in kWh.
- F = Any electric energy produced by the Generating Facility as set forth in Section 1.05(c)(ii), in kWh.
- G = The sum of all CAISO Revenues less the sum of all CAISO Costs and CAISO Sanctions, with respect to electric energy produced in all hours for the TOD Period "n" by the Generating Facility as set forth in Section 1.05(c)(ii).
- H = Subscribed Capacity.
- I = Contract Capacity.

Payments for Subscribed Delivered Energy shall be calculated pursuant to the GTSR-CR Decisions and shall be applied as a bill credit to Customers. Notwithstanding any other provision in this Agreement, in the event of any conflict or inconsistency between this GTSR CR Rider and the GTSR-CR Decisions regarding payment for Subscribed Delivered Energy as bill credits to Customers, the GTSR-CR Decisions shall control.

1.03 Payment During the Term.

For payments associated with Unsubscribed Delivered Energy, SCE shall, within ninety (90) days immediately following the end of each calendar month:

- (a) Issue a Payment Invoice to Seller, and upon request from Seller, Buyer shall include documentation supporting any SCE Penalties, Negative LMP Costs, CAISO Costs, CAISO Sanctions, *[RA Deficit Payments pursuant to Section 3.02] [SCE Comment: FCDS projects only.]*, or other applicable revenues, charges and offsets which affected the net amount in the Payment Invoice; and

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- (b) Send to Seller, via wire transfer or Automated Clearing House, SCE's payment of said net amount, less any applicable SCE Penalties, Negative LMP Costs, CAISO Costs, CAISO Sanctions, [RA Deficit Payments pursuant to Section 3.02] {SCE Comment: FCDS projects only.}, or other applicable charges or offsets plus, if such payment is late, a Late Payment Simple Interest ~~Payment~~ calculated using the Interest Rate and the number of days that such payment is late.

Any amounts owed by Seller under this Agreement, including those set forth in Section 1.01(b) of this Exhibit E, shall not be included in Seller's Subscription Information and Bill Credit Instructions, but shall be included in amounts payable directly to or from Seller, and such amounts shall be paid in the form of bill credits and will not be eligible to receive a Late Payment Simple Interest ~~Payment~~ if such bill credits are issued to Customer late, as a result of recomputation, error, or resolution of a disputed amount.

The Parties acknowledge that data necessary to calculate certain payment obligations of ~~Buyer~~SCE and Seller under this Agreement may not be available at the time SCE issues the Payment Invoice with respect to a particular month. Any such payment obligations, shall be included in a subsequent Payment Invoice issued to Seller on or before the last Business Day of the month following the month that is the later of (i) one hundred and twenty (120) days following the last day of the calendar month to which the data relates or (ii) thirty (30) days after the relevant CAISO final settlement data is available to SCE.

#### 1.04 Recomputation and Payment Adjustments.

- (a) If Seller or SCE determines that a calculation of Qualified Amounts, Metered Amounts, CAISO Revenues, Negative LMP Costs, CAISO Costs, CAISO Sanctions, [RA Deficit Payments] {SCE Comment: FCDS projects only.}, Subscribed Delivered Energy, Unsubscribed Delivered Energy, or SCE Penalties is incorrect as a result of inaccurate meters, the correction of data by the CAISO in OMAR, or a recalculation of CAISO Sanctions or other amounts owing between the Parties, Customer, Seller or SCE, as the case may be, shall promptly recompute the Qualified Amounts, Metered Amounts, CAISO Revenues, Negative LMP Costs, CAISO Costs, CAISO Sanctions, [RA Deficit Payments] {SCE Comment: FCDS projects only.}, SCE Penalties Subscribed Delivered Energy, Unsubscribed Delivered Energy, or other amounts for the period of the inaccuracy based upon an adjustment of inaccurate meter readings, correction of data or recalculation of CAISO Sanctions in accordance with the CAISO Tariff and any payment or bill credit affected by the adjustment or correction.

- (b) Adjustment of Payment.

Any amount due from SCE to Seller, or Seller to SCE, or any bill credit from SCE to Customer, as the case may be, will be made as an adjustment to the next monthly Payment Invoice or bill credit that is calculated after Seller's or SCE's recomputation using corrected measurements.

If the recomputation results in a net amount owed to SCE after applying any amounts owing to Seller or bill credits to Customer as shown on the next monthly

Payment Invoice, any such amount owing to SCE will at SCE's discretion be netted against amounts owed to Seller or against bill credits owed to Customer in any subsequent monthly Payment Invoice or bill credits or separately invoiced to Seller, in which case Seller must pay the amount owing to SCE within twenty (20) days after receipt of that invoice.

SCE may make payment adjustments arising from a recalculation of CAISO Revenues, CAISO Costs, Negative LMP Costs, CAISO Sanctions, [RA Deficit Payments] {SCE Comment: Only applicable if Seller has chosen the option to make RA Deficit Payments.}, SCE Penalties, Subscribed Delivered Energy, Unsubscribed Delivered Energy, or as a result of inaccurate meters after the end of the Term Year, provided, the Parties will be deemed to have waived any such payment adjustments which are not communicated as provided in this Section 1.04 of this Exhibit E within twelve (12) months after the end of the month in which the Payment Invoice was issued containing the error. Adjustment payments for meter inaccuracy will not bear interest.

1.05 Netting Rights.

SCE reserves the right to net amounts that would otherwise be due to Seller under this Agreement in payment of any amounts:

- (a) Owing and unpaid by Seller to SCE under this Agreement; or
- (b) Owed to SCE by Seller arising out of, or related to, any other SCE agreement, tariff, obligation or liability.

Nothing in this Section 1.05 of this Exhibit E limits SCE's rights under applicable tariffs, other agreements or Applicable Law.

1.06 Audit Rights.

Buyer, or its designee, shall have the right, at its sole expense and during normal working hours following Buyer's Notice, to audit the documents, records or data of Seller to the extent reasonably necessary to verify the accuracy of any statement, claim, charge or calculation made pursuant to this Agreement. Seller shall promptly comply with any Buyer Notice under this Section 1.06 of Exhibit E and provide copies of or access to documents, records or data to Buyer. The rights and obligations hereunder shall survive the termination of this Agreement for a period of five (5) years.

**2. PAYMENT ERRORS**

2.01 Notice of Error in Payment.

Except as provided in Section 1.04 of this Exhibit E, if within forty-five (45) days after receipt of SCE's Payment, Seller does not give SCE Notice of an error in the payment amount or bill credit, then Seller will be deemed to have waived any error in the payment.

2.02 Reimbursement for Underpayments and Overpayments.

*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

If Seller identifies a payment error in Seller's favor and SCE agrees that the identified error occurred, SCE shall reimburse Seller or Customer for the amount of the underpayment caused by the error and apply the additional payment or bill credit to the next monthly Payment Invoice that is calculated.

If Seller identifies a payment error in SCE's favor and SCE agrees that the identified error occurred, SCE may net the amount of overpayment caused by the error against amounts otherwise owed to Seller or to Customer in connection with the next monthly Payment Invoice or bill credit that is calculated.

2.03 Late Payments.

Late payments to Seller resulting from SCE's errors, or overpayments to Seller by SCE, will include a Late Payment Simple Interest ~~Payment~~ calculated using the Interest Rate and the number of days between the date due (or, in the case of overpayments by SCE, commencing five (5) Business Days from the date SCE provides Notice of such overpayments to Seller) and the date paid; *provided*, changes made because of settlement, audit or other information provided by the CAISO and not available to SCE when SCE rendered its original Payment Invoice will not bear interest.

2.04 Netting after Recomputation.

If the recomputation for an error results in a net amount still owing to SCE after applying the amounts owed to SCE against any amounts owed to Seller in the Payment Invoice or to Customers in bill credits, as described above, then SCE may, in its discretion, either net this net remaining amount owed to SCE against amounts owed to Seller in any subsequent monthly Payment Invoice to Seller or bill credits to Customers, or in the case of Seller invoice Seller for such amount, in which case Seller must pay the amount owing to SCE within twenty (20) days after receipt of such invoice.

2.05 Resolution of Disputes.

The Parties shall negotiate in good faith to resolve any disputes regarding claimed errors in a Payment. Any disputes which the Parties are unable to resolve through negotiation may be submitted for resolution through the mediation and arbitration as provided in Article Twelve. Upon resolution of the Dispute, any required payment or bill credit shall be made within ten (10) Business Days of such resolution, and in the case of a payment only shall include a Late Payment Simple Interest ~~Payment~~ calculated using the Interest Rate from and including the due date but excluding the date paid.

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\*\*\* End of Exhibit E \*\*\*

**Exhibit P  
Subscribed Customer Reporting Form**

Customer Subscription details are to be provided 60 days prior to the Commercial Operation Date, and afterwards, on a monthly basis to Buyer in the form attached below. Note that Seller should only fill out either the “Capacity Subscribed (kW)” or the “Load Subscribed (kWh)” column. The appropriate column shall be dictated by the business model being employed by Seller pursuant to the CSA.

Name	Service Address	SCE service account number	Capacity Subscribed (kW)	Load Subscribed (kWh)	Load Served (kW)

\*\*\* End of Exhibit P \*\*\*

**Attachment D**

**Clean copy of the CR-RAM RFO Instructions**



SOUTHERN CALIFORNIA  
**EDISON**<sup>®</sup>

An *EDISON INTERNATIONAL*<sup>®</sup> Company

**SCE GREEN TARIFF SHARED  
RENEWABLES-ENHANCED  
COMMUNITY RENEWABLES  
RENEWABLE  
AUCTION MECHANISM  
("CR-RAM 4") PROGRAM**

---

**REQUEST FOR OFFERS**

for

**Renewable Energy from Generating Facilities  
that qualify as Community Renewables or Community  
Renewables-Environmental Justice Projects**

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*RFO Instructions*

*2018*

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## **LIST OF ASSOCIATED DOCUMENTS**

- A. RIDER AND AMENDMENT TO THE PRO FORMA RENEWABLE POWER PURCHASE AGREEMENT
  
- B. PRO FORMA RENEWABLE POWER PURCHASE AGREEMENT

The above documents may be located and downloaded from the CR-RAM 4 RFO Website which may be found here:

<https://www.sce.com/wps/portal/home/procurement/solicitations/cr-ram><sup>1</sup>

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<sup>1</sup> All references to the “CR-RAM Website” or the “Website” herein refer to this website location.

## ARTICLE ONE. GENERAL INFORMATION

### 1.01 Introduction

As part of the Green Tariff Shared Renewables (“GTSR”) Enhanced Community Renewables and Enhanced Community Renewables-Environmental Justice program as set forth in California Public Utilities Commission (“CPUC”) decisions D.15-01-051, D.16-05-006 and D.17-07-007 (the “Decisions”), Southern California Edison (“SCE”) is issuing its fourth Enhanced Community Renewables-Renewable Auction Mechanism (“CR-RAM”) Request for Offers (the “RFO”, the “CR-RAM 4 RFO”, or “CR-RAM”)<sup>2</sup> to solicit offers (“Offers”) from owners (“Offerors” or “Sellers”) of Generating Facilities that are newly constructed Eligible Renewable Energy Resources (“ERR”) and are capable of qualifying as an Enhanced Community Renewables (“CR”) project or an Enhanced Community Renewables-Environmental Justice (“EJ”) project to supply Product in accordance with a standard Renewable Power Purchase Agreement and CR-Rider and Amendment (together, the “CR-RAM PPA”) for execution in accordance with these CR-RAM 4 RFO Instructions (“CR-RAM 4 RFO Instructions” or “RFO Instructions”). Capitalized terms used in these RFO Instructions, but not otherwise defined herein have the meanings set forth in the CR-RAM PPA, the California Independent System Operator (“CAISO”) tariff, or the Decisions.

The purpose of these RFO Instructions is to:

- (a) Describe the Product SCE is soliciting;
- (b) Set forth the requirements of each Offer submission, including waivers, representations, warranties, and covenants deemed made for all purposes as part of the Offer submission;
- (c) Describe the methods that SCE uses to evaluate each Offer;
- (d) Document the rights that SCE reserves for itself with regard to the CR-RAM 4 RFO; and
- (e) Describe the time frame for the CR-RAM 4 RFO.

These RFO Instructions and Associated Documents<sup>3</sup> are available on the CR-RAM Website.

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<sup>2</sup> CPUC D.16-05-006 at 18-19, 41 (Ordering Paragraph 1).

<sup>3</sup> A List of Associated Documents is found on page (iv) of these RFO Instructions.

## 1.02 Definition of the Product Solicited

- (a) Bundled Energy Product. Product qualifying as Portfolio Content Category 1 (“Category 1” or “Category 1 Product”),<sup>4</sup> which includes all electric energy produced by a newly constructed ERR Generating Facility throughout the Delivery Term of the Final Agreement (as defined below), net of Station Use; all Green Attributes; all Capacity Attributes, and all Resource Adequacy Benefits; generated by, associated with, or attributable to the output of the ERR Generating Facility throughout the Delivery Term of the Final Agreement, whether such credits or other attributes exist at the time a Final Agreement is executed or are created after the Final Agreement is executed.
- (b) As used herein, the term “Final Agreement” refers to any final agreement for the purchase of Product executed by SCE and Seller as a result of the CR-RAM 4 RFO.

## 1.03 Basic Terms and Conditions

- (a) SCE will accept multiple flat price Offers for the same Project (*e.g.*, flat pricing for the same Project; ten (10)-year vs. fifteen (15)-year Delivery Terms for the same Project; *etc.*). Multiple Offers for the same Project shall be considered mutually exclusive.
- (b) Seller must Offer a Commercial Operation Date commencing on the first day of a calendar month.
- (c) Sellers may submit a maximum of eight (8) Offer variations for each Project. However, at least one of the Offers must be a ten (10) year term.
- (d) Sellers must convey to SCE the Product.
- (e) Prior to the Delivery Term of the Final Agreement, Sellers may only deliver energy, capacity or other attributes of the ERR Generating Facility to the CAISO Market for purposes of commissioning and testing.
- (f) With respect to any Project, SCE WILL NOT ACCEPT OFFERS TO DELIVER PRODUCT AT THE PROJECT’S BUSBAR.
- (g) Sellers must Offer Product from ERR Generating Facilities that possess: (1) a completed Phase II Interconnection Study or equivalent,<sup>5</sup> (2) a signed generator interconnection agreement (“GIA”), or (3) an equivalent or better interconnection study, agreement, process, or exemption.

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<sup>4</sup> In accordance with Public Utilities Code Section 399.16(b)(1) and D.11-12-052.

<sup>5</sup> For Projects that are utilizing the interconnection study fast track process, SCE will accept either: (1) written evidence from SCE’s Grid Interconnection Department that the ERR Generating Facility has passed all fast track screens and no further studies are required; or (2) a completed System Impact Study and Facilities Study (or evidence from Grid Interconnection that the Facilities Study was waived); or (3) a signed interconnection agreement.

The interconnection study or agreement (1) must be in the same name as the Seller under the CR-RAM PPA, or (2) the Seller must demonstrate, to SCE's reasonable satisfaction, that Seller has exclusive rights to the interconnection agreement by means of an unconditional assignment.

- (h) Seller, each Offer, and each Project offered must satisfy all eligibility criteria set forth in these RFO Instructions.
- (i) SCE requires Seller to obtain CEC "pre-certification" as an ERR prior to the Commercial Operation Date. SCE encourages Generating Facilities to seek "pre-certification" as an ERR by the California Energy Commission ("CEC") prior to submittal of Offers.
- (j) Sub 500 kW projects that are aggregated to greater than 500 kW are potentially eligible, provided, in addition to all other requirements herein, such projects satisfy all CAISO Tariff requirements and:
  - (i) The Project must be composed of distributed energy resources ("DERs").
  - (ii) Seller must be a distributed energy resource provider ("DERP");
  - (iii) Every DER project must electrically connected to a common PNode;
  - (iv) Each DER project must execute a distributed energy resource provider agreement ("DERA") with the CAISO;
  - (v) DER projects must aggregate to a minimum of 500 kW as a DERA; and
  - (vi) DERs and/or DERAs must be Qualifying Facilities based on FERC requirements.
- (k) Throughout the Delivery Term, the Seller shall ensure that the Project complies with the requirements of the California Air Resources Board's Voluntary Renewable Electricity Program and Seller shall provide Buyer with all documents necessary to enable Buyer to retire greenhouse gas allowances on behalf of Customers in compliance with the Voluntary Renewable Electricity Program.
- (l) SCE will host a webinar to discuss the CR-RAM 4 RFO process with participants. Information on how to attend the conference will be made available on the CR-RAM Website.
- (m) SCE will only consider Offers that are substantially complete and include all of the applicable information, representations, warranties, and covenants as set forth in these RFO Instructions and/or the on-line application Sellers are required to complete (the "Offer Form").

- (n) SCE encourages Offers for Projects connecting electrically to a circuit, load, or substation within the Goleta Area. The “Goleta Area” is defined as the 66 kV subtransmission and underlying lower voltage distribution facilities within the Goleta 220/66 System.
- (o) SCE encourages Diverse Business Enterprises to participate in the CR-RAM 4 RFO. Information on SCE’s Supplier Diversity Program can be found on the following SCE website: [www.sce.com/sd](http://www.sce.com/sd).

CPUC General Order (“GO”) 156

(<http://www.cpuc.ca.gov/PUC/documents/go.htm>) sets the rules governing, among other things, goals, annual reporting and annual planning in the development of programs to increase participation of Diverse Business Enterprises in procurement of contracts from utilities as required by the California Public Utilities Code.

You can help SCE achieve its GO 156 goals in the following ways:

- (i) For qualified Diverse Business Enterprise Sellers (Tier 1 – direct contracting with SCE), ensure you are certified by the CPUC (The Supplier Clearinghouse) ([www.thesupplierclearinghouse.com](http://www.thesupplierclearinghouse.com)). Disabled Veteran Owned Business Enterprises in California are certified through the California Department of General Services ([www.dgs.ca.gov/](http://www.dgs.ca.gov/)) and are automatically recognized by The Supplier Clearinghouse.
- (ii) Require that any qualified Tier 2 Diverse Business Enterprises (subcontractors to a Tier 1 Seller) that perform work or deliver materials related to a project that is ultimately under contract with SCE are certified by one of the above mentioned agencies.

Furthermore, as provided in Section 6.3 of GO 156, SCE’s Supplier Diversity efforts include encouraging its Sellers to develop plans to utilize Diverse Business Enterprise subcontractors. SCE can help with identifying Diverse Business Enterprises for subcontracting opportunities. In addition, the CR-RAM PPA includes a requirement to report payments made to Diverse Business Enterprises that supplied goods or services as subcontractors. A sample list of potential products and services that may be available through Diverse Business Enterprises as subcontractors is provided in the table below. This table is not intended to serve as a comprehensive list of all of the subcontracting opportunities that may be available.

PRE-Commercial Operation Date		POST-Commercial Operation Date	
Products	Services	Products	Services
<ul style="list-style-type: none"> <li>• Environmental Impact Studies</li> <li>• MRO (Balance of Plant: wiring, conduit, steel, concrete, etc.)</li> <li>• Panels</li> <li>• Technology</li> </ul>	<ul style="list-style-type: none"> <li>• Construction</li> <li>• Consulting</li> <li>• Engineering (Interconnection design, roads/grading, SWPPP, Arc Flash Study, Geotechnical reports, environmental monitoring, etc.)</li> <li>• EPC Contractor</li> <li>• Installation</li> <li>• Land Acquisition</li> <li>• Legal Services</li> <li>• Permitting</li> <li>• Research and Development (R&amp;D)</li> <li>• Site Prep</li> <li>• Transportation</li> </ul>	<ul style="list-style-type: none"> <li>• IT Equipment (Hardware &amp; Software)</li> </ul>	<ul style="list-style-type: none"> <li>• Engineering (Fire protection and Telecommunication)</li> <li>• Facilities Management</li> <li>• IT Support (Hardware &amp; Software)</li> <li>• Large Equipment rentals and operator</li> <li>• Legal Services</li> <li>• Panel Cleaning</li> <li>• Plant Maintenance</li> <li>• Plant Security</li> <li>• Regulatory Reporting Services</li> <li>• Specialty/Admin Staffing</li> <li>• Water Treatment &amp; Testing</li> <li>• Accounting Services</li> <li>• Billing Services</li> <li>• Settlement Services</li> </ul>

This list was compiled with input from SCE, San Diego Gas & Electric and Pacific Gas and Electric. Please note that there may be other potential products and services that may qualify.

#### 1.04 Communications

The primary method for exchange of information or documents concerning the CR-RAM 4 RFO, including any such exchange concerning the preparation or submission of Offers to SCE, will be via the CR-RAM Website. All communications, verbal or written, should be documented on the Website.

SCE may, in its sole discretion, decline to respond to any email or other inquiry about the CR-RAM 4 RFO without liability or responsibility.

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\*\*\* End of ARTICLE ONE \*\*\*

## ARTICLE TWO. ELIGIBILITY REQUIREMENTS.

### 2.01 Summary of Eligibility Requirements

- (a) Projects must be located in SCE's service territory.
- (b) Projects must be New Facilities (as defined below) that qualify as ERRs.
- (c) CR Projects must have a Contract Capacity less than or equal to 20.0 MW. EJ Projects<sup>6</sup> must have a Contract Capacity less than or equal to 1.0 MW.
- (d) Projects must have an active, completed Phase II Interconnection Study or equivalent, a signed GIA, or an equivalent or better interconnection study, agreement, process or exemption (see also Section 1.03(g)).
- (e) Offerors must demonstrate Site Control.
- (f) The Forecasted Commercial Operation Date and interconnection date must be a date that is the first day of a calendar month and within thirty-six (36) months of the anticipated date for final and non-appealable CPUC approval of a Final Agreement.
- (g) Projects must utilize commercialized technology (*i.e.*, neither experimental, research, demonstration, nor technology in development).
- (h) Projects must qualify as a CR Project or EJ Project, as applicable, pursuant to the Decisions.
- (i) Offers must satisfy the Basic Terms and Conditions set forth in Section 1.03.

### 2.02 Territory

The Project must be physically located within SCE's electric service territory, and must be interconnected to SCE's electric distribution or transmission system.

### 2.03 New Eligible Renewable Energy Resource

The Project must be a New Facility (as defined below) that generates electricity from a resource that is an ERR. Projects that include energy storage are not eligible to participate. "New Facilities" are those that: (i) do not have an existing, nor have ever had a power purchase agreement or other contract for energy and/or capacity deliveries to SCE, or any other counterparty, for the Project at the time of execution of the Final Agreement, and (ii) is a facility that has never generated electricity before the CR-RAM PPA's Commercial Operation Date (except for testing under the CR-RAM PPA), and that was constructed for the sole purpose of the CR-RAM PPA.

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<sup>6</sup> Pursuant to the Decisions, SCE is required set aside 45 MW-AC of capacity for GTSR Program to EJ projects between 500 kW and 1 MW-AC and that are located in EJ areas.  
*SCE CR-RAM 4 RFO Instructions Article TWO*

## 2.04 Contract Capacity; Subdivision of Larger Projects to Satisfy Maximum Contract Capacity

CR Project Offers must have a Contract Capacity greater than or equal to 0.5 MW and less than or equal to 20.0 MW. EJ Project Offers must have a Contract Capacity greater than or equal to 0.5 MW and less than or equal to 1.0 MW; *provided*, sub-500 kW distributed energy resources are eligible if they are aggregated with other projects to equal 500 kW or greater.

SCE will not execute Final Agreements with multiple Projects that utilize the same interconnection queue number if the result would be a total of more than 20 MW under contract for CR eligible Projects, whether through CR-RAM or another program. Similarly, if an Offeror bids multiple CR Projects to CR-RAM 4 RFO that total more than 20 MW from the same queue position, SCE will consider only the Offer(s) that are the most favorable Project(s), based on least-cost best-fit methodology, until a total of 20 MWs in aggregate is reached and SCE will exclude any remaining Offers from further consideration.

SCE will not execute Final Agreements with multiple Projects that utilize the same interconnection queue number if the result would be a total of more than 1 MW under contract for EJ eligible Projects, whether through CR-RAM or another program. Similarly, if an Offeror bids multiple EJ Projects to CR-RAM 4 RFO that total more than 1 MW from the same queue position, SCE will consider only the Offer(s) that are the most favorable Project(s), based on least-cost best-fit methodology, until a total of 1 MWs in aggregate is reached and SCE will exclude any remaining Offers from further consideration.

## 2.05 Interconnection Study

Seller must have a completed Phase II Interconnection Study or equivalent, a signed GIA, or an equivalent or better interconnection study, agreement, process, or exemption (see also Section 1.03(g)).

## 2.06 Site Control

Offeror must provide to SCE an attestation that Seller has Site Control for the Project through any of the following: (a) direct ownership; (b) a lease; or (c) an option to lease or purchase that may be exercised upon execution of the Final Agreement. The Offeror is required to submit a map showing the boundary of the Site for which Seller has control as part of the Final Agreement. SCE reserves the right to request additional information.

## 2.07 Term

Sellers may submit Offers with Delivery Terms of ten (10), fifteen (15), or twenty (20) years. At least one of the Offers needs to be a ten (10) year Delivery Term. SCE prefers Delivery Terms of ten (10) years. The Generating Facility must be scheduled to commence Commercial Operation within thirty-six (36) months of CPUC Approval of a Final Agreement. The Generating Facility's latest interconnection study or GIA, together with the Offeror's Milestone Schedule, must support a forecasted Commercial Operation



Date within thirty-six (36) months of the anticipated date of CPUC Approval of a Final Agreement.

## 2.08 NEPA and CEQA

If (1) the California Environmental Quality Act (“CEQA”) or the National Environmental Policy Act (“NEPA”) applies to the ERR Generating Facility and (2) a lead agency has been designated under the applicable law, then SCE will consider Offers from such ERR Generating Facilities only if the ERR Generating Facility has achieved, at a minimum, an “application deemed complete” (or equivalent)<sup>7</sup> status under the land use entitlement process by the agency designated by CEQA or NEPA as the lead agency. Offers not meeting this requirement will not be given further consideration.

## 2.09 SCE Affiliates

SCE affiliates are permitted to participate in the CR-RAM 4 RFO. Offeror must disclose whether or not it is an SCE affiliate.

## 2.10 EJ Qualification

EJ Projects must satisfy the locational requirements set forth in the Decisions, based on the current version of the CalEnviroScreen tool and the eligible census tracts for EJ Projects. If SCE executes a Final Agreement with a Project that is an eligible EJ Project based upon the approved rules at the time of this CR-RAM 4 RFO, the Project will continue to be considered as an eligible EJ Project through the Delivery Term, even if the CalEnviroScreen tool is amended, or other changes occur in regards to the definition of Environmental Justice under the GTSR program.

Each individual DER of a DERA EJ Project must qualify for EJ in order to be considered to be an aggregated DER EJ Project.

## 2.11 Marketing Plan

Offeror must submit all marketing materials for each Project Offered to SCE on or before the Offer Due Date (as that term is defined in the CR-RAM 4 RFO Schedule).

Additional information, requirements, and submittal instructions related to marketing materials are located at the following web address: <[www.on.sce.com/CRDevInfo](http://www.on.sce.com/CRDevInfo)>. SCE strongly suggests Offerors submit their marketing materials prior to the Offer Due Date. Additionally, prior to the deadline for demonstrating Community Interest (as defined below), Offerors are required to receive SCE approval of all marketing materials.

Marketing materials are Project specific and may not be used for Projects other than the Project specifically intended for. Each individual DER of a DERA must submit a separate Marketing Plan.

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<sup>7</sup> Pursuant to Section 6.1 of D.14-11-042, local government uses the term “application deemed complete” (California Government Code §65943); California Energy Commission uses the term “data adequate” (Title 20 CCR § 1709); Bureau of Land Management uses the term “completed application” (43 CFR 2804.25).  
*SCE CR-RAM 4 RFO Instructions Article TWO*

## 2.12 Community Location

Subscribing CR Customers must be physically located within the same municipality or county as the Project, or within ten (10) miles of the Project, prior to the execution of the Final Agreement; after the Final Agreement is executed, subscribing CR Customers may be located anywhere within SCE's service territory (collectively, the "Community Location").

DERPA's CR Customers may be from any DERP Community Location.

## 2.13 Community Interest

Seller must demonstrate "community interest" for the Project, as required pursuant to the Decisions ("Community Interest"<sup>8</sup>), by submitting documentation<sup>9</sup> to SCE using the Website no earlier than the date that SCE notifies Offeror that Offeror's Project has been selected for further consideration in the CR-RAM 4 RFO ("Offer Notice Date") and no later than the date that is sixty (60) days from the Offer Notice Date, or the awarded capacity may be assigned to the next highest ranking least-cost best-fit Project. Waitlisted Offerors who wish to be considered for a contract award must demonstrate Community Interest within this same sixty (60) day period.

Documentation submitted to demonstrate Community Interest, including expressions of interest, commitments to enroll, community interest summary forms, attestations, and guarantees, must be executed on or after the date that is one year prior to the date that the CR-RAM 4 RFO is launched. Offeror's submission, and SCE's subsequent review and approval or disapproval of an Offeror's demonstration Community Interest is only valid for this CR-RAM 4 RFO and may not be transferred to other Projects or to other RFOs.

DERA's Community Interest can come from any DER Community Location.

## 2.14 CR Customer Eligibility

All CR Customers must meet the eligibility requirements as provided in these RFO Instructions and the CR-RAM PPA.

## 2.15 Procurement Targets for CR-RAM 4 RFO

161 MW for CR and 45 MW for EJ will be allocated for this CR-RAM 4 RFO, as set forth in the table below (the "Procurement Target"). Additionally, SCE intends to incrementally procure megawatts toward its GTSR procurement target of 269 MW, depending on the amount of megawatts contracted for and subscribed to in the Green

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<sup>8</sup> Community Interest requires demonstration that (1) community members have committed to enroll thirty percent (30%) of the Project's Contract Capacity, or have provided expressions of interest in the Project to subscribe to fifty one percent (51%) of the Project's Contract Capacity (in each case there must be a minimum of three (3) separate customers), or a guarantee from a municipality; (2) at least 1/6 (by load) and fifty percent (50%) (by customer count) of the customers demonstrating Community Interest must be residential; (3) all customers demonstrating Community Interest must be in same municipality or county or within ten (10) miles of Project; and (iv) and there must be at least one (1) customer per MW of Contract Capacity.

<sup>9</sup> Required documentation can be found on the following website: <[www.on.sce.com/CRDevInfo](http://www.on.sce.com/CRDevInfo)>.

Rate program and the amount of megawatts contracted for in the CR-RAM program (with respect to each CR-RAM RFO, the “Procurement Target”).

<i>Resource Category</i>	<i>Example</i>	<i>Targeted Total MW</i>
Community Renewables	All renewables	161
Environment Justice	All renewables (< 1 MW)	45

2.16 Potential Funding for Development Security

Offers associated with the Hopi Tribe and/or Navajo Nation that qualify under the requirements of D.13-02-004 may be entitled to use available funds from the Mohave SO2 Revolving Fund to meet the Development Security obligations under the CR-RAM PPA, subject to the provision of the necessary documentation and assurances in the Final Agreement.

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\*\*\* End of ARTICLE TWO \*\*

## ARTICLE THREE. PRODUCT DELIVERY AND PRICE

### 3.01 Delivery Point

For ERR Generating Facilities that will be interconnected to the CAISO, the Delivery Point must be the point where the ERR Generating Facility connects to the CAISO Controlled Grid.

### 3.02 Product Price

The Product Price, in \$/MWh, is as defined in the CR-RAM PPA and the Product Price submitted by Seller as part of its Offer must:

- (a) Conform with the pricing requirements in the CR-RAM PPA;
- (b) Assume, if applicable, posting Development Security, Performance Assurance and any other security as required by the CR-RAM PPA;
- (c) If applicable, include awards, subsidies, tax credits, grants, etc.;
- (d) If applicable, assume the cost to dynamically schedule or firm and shape the Product into the CAISO at the Delivery Point; and
- (e) If applicable, assume the cost of any firm transmission rights to deliver the Product into the CAISO at the Delivery Point.

SCE will not accept an indexed pricing Offer.

Seller must submit its price assuming the Product Price will be adjusted by SCE in each settlement interval in each Time of Delivery Period by the Product Payment Allocation Factors set forth in Exhibit I to the CR-RAM PPA.

Seller must submit its price acknowledging that if the required Minimum Subscription Requirement is not met or exceeded, the Product Price for Unsubscribed Delivered Energy will be the lesser of (x) the DLAP Price plus the Renewable Energy Credit Market Price, and (y) the Subscribed Product Price. Seller further must submit its price acknowledging that payment for Subscribed Delivered Energy must be assigned to Customers and will be issued by SCE to Customers as bill credits.

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\*\*\* End of ARTICLE THREE \*\*\*

**ARTICLE FOUR. CR-RAM 4 RFO CURRENT SCHEDULE AND OFFER SUBMITTAL PROCESS**

4.01 CR-RAM 4 RFO Current Schedule (SUBJECT TO CHANGE)

<b>Dates<sup>10</sup></b>	<b>Event</b>
<b>April 18, 2018</b>	SCE files Tier 2 advice letter in compliance with Final Decision 16-05-006.
<b>May 18, 2018</b>	Anticipated date that the CPUC approves SCE’s Tier 2 advice letter.
<b>May 23, 2018</b>	Anticipated date SCE will launch the CR-RAM 4 RFO, in which SCE will post the RFO Instructions, Pro Forma Renewable PPA, CR-RAM Rider and Amendment and other CR-RAM 4 RFO documents on the CR-RAM Website.
<b>May 31, 2018</b>	Anticipated date that SCE will host the CR-RAM 4 RFO webinar.
<b>June 21, 2018 12:00 pm (noon)</b>	Anticipated deadline for Offerors to submit Offers and required documentation including information necessary to populate the CR-RAM PPA (the “Offer Due Date”).
<b>August 13, 2018</b>	Anticipated date that SCE will notify each Offeror regarding the selection status of each Offer.
<b>October 12, 2018</b>	60 day verification of Community Interest
<b>November 13, 2018</b>	Anticipated date that SCE will countersign the CR-RAM PPA.
<b>February 11, 2019</b>	Anticipated date that SCE will submit a Tier 2 Advice Letter seeking CPUC Approval of Final Agreements.

4.02 Auction – Submission of Offer(s)

Each complete Offer, conforming to these RFO Instructions, must be submitted by 12:00 pm (noon) PPT on the Offer Due Date. SCE will only consider submissions that, as of the Offer Due Date, constitute complete and conforming Offers satisfying all eligibility criteria herein. In SCE’s sole discretion, minor deficiencies may be cured pursuant to and in accordance with SCE instructions.

An Offeror can submit a single or multiple Offers. Offers can be mutually inclusive of each other (i.e., in order to take a single Offer, SCE must accept all Offers within a

<sup>10</sup> SCE reserves the right to modify the dates, milestones, and any content of the proposed schedule.

mutually inclusive set), or mutually exclusive of each other (i.e., a group of Offers where SCE can only select one from the set; common when submitting multiple Offers from a single Generating Facility).

In order to have a complete and conforming Offer, an Offeror must complete and submit the Offer Form and all required documentation on the CR-RAM Website.

#### 4.03 Offer Instructions

- (a) Seller must input information and upload all of the documents described in this Section for each Offer on the CR-RAM Website.
- (b) The CR-RAM Website utilizes a web-based information input system where all required information and documents are submitted to SCE by filling out online forms and uploading documents. The Offer Form cannot be saved and uploaded unless the Offer Form is complete. Drop-down menus and automatic re-direction to appropriate forms are incorporated to guide the Seller through the process.

Input sections for Project-specific information are provided. Further, separate input sections for Offers associated with that specific Project are provided. Sellers may use these forms to input multiple, distinct Offers associated with a specific Project.

The Offer Form has “check the box” attestations that Seller must acknowledge. If Seller is unable or unwilling to make the required attestations by checking the box, Seller cannot participate in the CR-RAM 4 RFO.

- (c) Seller’s Offer(s) must be complete in all respects and uploaded using the CR-RAM Website.

***Important:*** *Seller is responsible for the accuracy of all information delivered to SCE through the CR-RAM Website. SCE will not alter, update, or change any information submitted to the CR-RAM Website. Seller risks disqualification if delivered information is incorrect or is in conflict with uploaded documents. Seller is advised to use care when assembling and delivering the required information.*

- (d) Offers that are incomplete in any way or are delivered to SCE by any means other than uploaded through the CR-RAM Website will be rejected. Printed copies of Offers, as well as electronic copies via CD, DVD, or flash drive, will not be accepted.
- (e) The Offer Form along with the completed and uploaded documents, as set forth below, make up the “Offer e-Binder.” Offer e-Binders must be completed and uploaded by the Offer Due Date set forth in this document.

The date and time set for submission of the Offer e-Binders will be strictly enforced. Late submissions will be rejected.

- (f) Along with the Offer Form, Seller must complete and upload to the CR-RAM Website **all of the following documents**:<sup>11</sup>
- (i) A fully executed **Officer's Certificate**, which shall be signed by an officer of either the sponsor or project company, and signifies Seller's agreement to certain conditions including, without limitation: (i) Seller's attestation that Seller has reviewed the relevant documents and is providing the Offer in good faith; (ii) Seller's attestation that Seller has site control; and (iii) Seller's attestation that Seller will not engage in collusion or other unlawful or unfair business practices in connection with the CR-RAM 4 RFO.

**THIS DOCUMENT MUST BE SIGNED AND UPLOADED WITHOUT MODIFICATION. ONE OFFICER'S CERTIFICATE SHOULD BE UPLOADED FOR EACH PROJECT.**

- (ii) A fully completed and executed **Evergreen Non-Disclosure Agreement ("NDA")** (this must be uploaded as a locked MS Word document).

**THIS DOCUMENT MUST BE SIGNED AND UPLOADED WITHOUT MODIFICATION. THE NDA IS INTENDED TO COVER ALL PROJECTS SUBMITTED BY SELLER. ONLY ONE SIGNED EVERGREEN NDA SHOULD BE UPLOADED BY SELLER.**

- (iii) A fully completed and executed **Team Development Experience Letter** (this must be uploaded as a locked MS Word document). Please ensure or note:
- All fields marked for completion must be filled in.
  - The information must match the Offer submitted and posted on the CR-RAM Website.
  - No other modifications to this letter will be accepted.
  - Must be signed by an individual duly authorized to bind Seller.
- (iv) A fully completed **Project Viability Calculator** (this must be uploaded for each project as a password-protected MS Excel file).

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<sup>11</sup> Except for the interconnection documents, the environmental review documents, and the project boundary documents, forms for all of these documents are posted on the CR-RAM Website. Not all of these requirements are applicable to existing projects exercising the Standard Contract Option (see Section 4).

- (v) A fully completed **Generation Profile** (this must be uploaded for each project as a password-protected MS Excel file).
- (vi) A completed **Geographic Information System** file of the project boundaries and associated gen-tie (“Project Boundary File”) as required by the CPUC.
- (vii) A completed **Environmental Review Letter** for each Project, which shall be a copy of the letter from the lead land use permitting agency documenting that the land use permit application for the project has been “deemed complete” to begin the permitting review process. This requirement applies if (1) the California Environmental Quality Act or the National Environmental Policy Act applies to the ERR Generating Facility and (2) a lead agency has been designated under the applicable law.
- (viii) Copies of the **Generating Facility’s interconnection studies** and/or GIA. As a reminder, Seller must have a Phase II interconnection study or better in order to be eligible for this CR-RAM 4 RFO.
- (ix) A fully executed **Consent for Release of Interconnection Related Information** (this must be uploaded as a locked MS Word document).
- (x) Such other information and documentation that SCE may request to verify compliance with these RFO Instructions.

For all interconnection and environmental review documents described above, SCE will accept documents uploaded to the CR-RAM Website in WORD or the PDF file format. Whenever possible, please upload these documents as searchable PDF files so that SCE may locate particular words or phrases within the respective files.

SCE will not accept the NDA or the Officer’s Certificate if it has been changed to a different format or otherwise altered in any unauthorized way. Seller is required to fill out the locked MS Word Template only in the spaces provided and upload the resulting locked MS Word document. Please sign and then scan and return ONLY the signature pages of each document.

If Seller is unresponsive to SCE’s requests for documentation, then the Offers from Seller may be disqualified from the RFO.

#### 4.04 The CR-RAM PPA<sup>12</sup>

For the delivery of Category 1 Product, SCE’s CR-RAM PPA is structured under the assumption that:

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<sup>12</sup> Attached as Associated Documents A and B.



- (a) Seller's Offer is based upon the green-field development of a new ERR Generating Facility.
- (b) The ERR Generating Facility's first point of interconnection will be with the CAISO.
- (c) SCE will be the Scheduling Coordinator.
- (d) The CR-RAM PPA reflects SCE's *Pro Forma* Renewable Power Purchase Agreement (the "*Pro Forma* Renewable PPA") together with the Rider and Amendment to the *Pro Forma* Renewable Power Purchase Agreement (the "Rider"). Each the *Pro Forma* Renewable PPA and the Rider can be found on the CR-RAM Website. To the extent that an Offer is selected for SCE's shortlist and Seller accepts a Final Agreement with SCE, SCE will create a tailored, Project specific CR-RAM PPA using the *Pro Forma* Renewable PPA and a separate Rider. There will be no opportunity for Seller to negotiate any of the terms and conditions of the CR-RAM PPA prior to its execution. If Seller's Offer is selected, Seller will be offered a contract in the form of the CR-RAM PPA with no negotiations and only those changes necessary to reflect project specificity.
- (e) Documents necessary to complete the CR-RAM PPA include:
  - (i) Exhibit B:
    - a. Description and drawings of the Generating Facility's equipment, systems, control systems and features (see specifications in CR-RAM PPA Exhibit B).
    - b. Site plan drawing showing the general arrangement of the Generating Facility.
    - c. Single-line diagram(s) showing electrical arrangement of generating equipment, unit/service transformers, interconnection transformer(s), metering, breakers, and disconnects (as applicable).
  - (f) Legal description of the Site, including Assessor's Parcel Numbers (APNs) and a Site map.
  - (g) Exhibit C – Notice List.
  - (h) Exhibit G – Seller's Milestone Schedule and Material Permits.

**Attachment A to these RFO Instructions contains forms and guidelines for documents necessary for completing the CR-RAM PPA.**

#### 4.05 Independent Evaluator

SCE has engaged an Independent Evaluator (“IE”) to evaluate and report on the solicitation, evaluation, selection, and negotiation process for this CR-RAM 4 RFO.

The Independent Evaluator will review all Offers and will have the opportunity to be present at meetings and conference calls between SCE and Offerors.

**The Independent Evaluator will have full access to the CR-RAM Website and all the Offer Forms, Offer e-Binders and correspondence uploaded by Sellers.**

The Independent Evaluator will periodically make presentations to SCE, the CPUC and SCE’s Procurement Review Group (“PRG”) in order to ensure that the CR-RAM 4 RFO process remains open, fair and transparent.

#### 4.06 Submission of Offers – Resource Adequacy

Offerors have the option to bid a Generating Facility into the CR-RAM 4 RFO based on energy-only (“EO”) or Full Capacity Deliverability Status (“FCDS”) interconnection. If bidding a Generating Facility as FCDS, the Offeror must enter in the Offer Form the date the Generating Facility will achieve FCDS (the “RA Guarantee Date”), which can be a date after Commercial Operation. Thus, each Offer must indicate whether it is based on an FCDS or EO interconnection, and, if interconnecting pursuant to FCDS the RA Guarantee Date. Subject to the requirements described in these RFO Instructions, an Offeror can submit multiple Offers for the same Generating Facility, including separate, mutually exclusive Offers for an EO interconnection and an FCDS interconnection.

An EO interconnection request will identify the interconnection facilities and upgrades necessary to reliably interconnect the project, including but not limited to reliability network upgrades (“RNU”). An FCDS interconnection request will identify the interconnection facilities and upgrades necessary to reliably interconnect the project and deliver the output of the project to the aggregate of load, including but not limited to RNU and deliverability network upgrades (“DNU”).

The Generating Facility’s interconnection study or GIA must indicate that the project will obtain FCDS by the RA Guarantee Date submitted by the Offeror. For example, if the Generating Facility’s interconnection study states that it will obtain FCDS within 60 to 84 months, the earliest date that an Offeror may designate as the RA Guarantee Date in an Offer is 60 months after the expected execution date of a GIA. Using the example cited, the Offeror can submit any date as the RA Guarantee Date so long as such date is more than 60 months (including a date beyond 84 months) after the expected GIA execution date. In the event an Offeror submits a date earlier than the earliest date indicated by its interconnection study or GIA, then the RA Guarantee Date in the CR-RAM PPA and the evaluation will reflect the earliest date the project could obtain FCDS based on the Generating Facility’s interconnection study or GIA.

As described below, those Offers based on FCDS will receive RA benefits in the evaluation. RA benefits will only be considered for periods after the RA Guarantee Date. Any resulting CR-RAM PPA will require the Seller to take all commercially reasonable efforts to expeditiously obtain FCDS. In the event that the project fails to meet its RA obligations pursuant to its PPA, including failures due to a delay in achieving FCDS, the Seller will be subject to liquidated damages as provided for in the CR-RAM PPA.

Conversely, EO Offers will not receive any RA benefit in the evaluation. The CR-RAM PPA, however, will not include requirements to obtain FCDS

#### 4.07 Evaluation and Screening of Offers

SCE will screen Offers on a “pass-fail” basis against the eligibility criteria. In order to be eligible to be considered for selection (“conforming Offer”), the Offer must pass all eligibility criteria including, but not limited to, the following:

- Generating Facility must be an ERR facility and qualify as a New Facility, not less than 0.5 MW and not greater than 20 MW for CR Projects, not less than 0.5 MW and not greater than 1 MW for EJ Projects; *provided*, sub-500 kW distributed energy resources are eligible if they are aggregated with other projects to equal 500 kW or greater.
- Forecasted Commercial Operation Date and interconnection date within thirty-six (36) months of the anticipated date of CPUC approval of a Final Agreement.
- Project has received a complete Phase II Interconnection Study, a signed GIA, or an equivalent or better interconnection study, agreement, process or exemption.<sup>13, 14</sup>
- The date for interconnection indicated in the Generating Facility’s interconnection study or GIA, together with the Offeror’s Milestone Schedule, is within thirty-six (36) months of the anticipated date for final and non-appealable CPUC approval of a Final Agreement.
  - For example, if the Generating Facility’s interconnection study states that it will be able to interconnect within 12 to 24 months, SCE will assume the earlier end of the range indicated in the interconnection study (12 months in this example) when making its determination under this criterion.

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<sup>13</sup> In order to be considered as an FCDS Offer, project must either have an active Phase II Interconnection Study reflecting that the project was studied for FCDS or a GIA that reflecting that the project already has FCDS.

<sup>14</sup> The interconnection studies contain information about the Generating Facility relevant in the course of evaluation and contracting. Differences in project descriptions, site location, interconnection and delivery points, equipment specifications, *etc.*, from those contained in the Offer will need to be reconciled for the Offer to remain eligible.

- Located within the SCE territory and can be scheduled into the CAISO.
- Delivery Point is at the first point of interconnection to the CAISO Controlled Grid.
- The Project is based on commercialized technology (i.e., is neither experimental, research, demonstration, nor development)
- SCE affiliation is disclosed, if applicable
- Offeror agrees (which agreement is indicated by the submission of an Offer) to non-disclosure terms and obligations in the CR-RAM 4 RFO NDA incorporated herein by reference.
- Offeror has provided information requested by SCE for the purpose of evaluating the Offer, including all other documentation specified in Section 4.03, in conformance with the requirements of Attachment A.

#### 4.08 Ranking and Selection of Conforming Offers

If the Procurement Target is not exceeded and Offers are below the applicable Procurement Price Limit (as defined below), SCE shall select the applicable Offers. If the Procurement Target is exceeded, SCE must first select the least-cost best-fit EJ Projects with Offered Product Prices less than the Procurement Price Limit up to the EJ reservation amount established in the Decisions, then SCE will evaluate all remaining projects against one another on a least-cost best-fit basis and SCE must select those projects with Offered Product Prices less than the applicable Procurement Price Limit, up to the Procurement Target. SCE is not required to procure excess capacity beyond the Procurement Target, but may do so in its discretion. The least-cost best-fit (“LCBF”) principles comply with criteria set forth by the CPUC in D.03-06-071 and D.04-07-029 (“LCBF Decisions”) and other CPUC decisions on the investor-owned utilities’ RPS Procurement Plans.

The LCBF analysis evaluates both quantitative and qualitative aspects of each Offer to estimate its value to SCE’s customers and its relative value in comparison to other Offers.

SCE performs a quantitative assessment of each Offer and ranks the Offers based on benefit and cost relationships. Specifically, the total benefits and total costs are used to calculate the net levelized cost or “Net Market Value” for each complete and conforming Offer. Benefits are comprised of separate capacity, energy, and congestion components, while costs include the contract payments, debt equivalents, integration cost, congestion cost, and transmission cost. SCE discounts the monthly benefit and cost streams to a common base date. SCE also normalizes the net cost or benefit data by MWh generation. The result of the quantitative analysis is a merit-order ranking of all complete and conforming Offers’ Net Market Values.

Following the quantitative analysis, SCE conducts an assessment of the most competitive Offers' qualitative attributes. SCE utilizes the Project Viability Calculator to assess certain factors including the company/development team experience, project technology, project financing and development milestones. Additional attributes such as nominal contract payments, contribution to other SCE program goals (see below), transmission area, prior experience with project developers/sellers, seller concentration, and resource diversity are also considered in the qualitative analysis. These qualitative attributes are then considered to either eliminate or add Offers or to determine tie-breakers, if any.

**Procurement Price Limits:** The maximum price limits are 120 percent or below, for CR projects, and 200 percent or below, for EJ projects, of the maximum executed contract price in either the Renewable Auction Mechanism's as-available peaking category or Green Tariff program, whichever is most recent. SCE, in its sole discretion, may reject any Offer that exceeds the Procurement Price Limits.

If necessary, SCE may request additional information from Offerors prior to selection.

#### 4.09 Notification of Contract Award, Community Interest Requirement, and Wait List

An Offeror that is selected must demonstrate fulfillment of its Community Interest requirements within sixty (60) days of notification of contract award through the CR-RAM Website or the awarded capacity will be assigned to the next highest ranking least-cost best-fit CR project in rank order which has demonstrated fulfillment of its Community Interest requirements within the same sixty (60) day period.

#### 4.10 Preparation and Execution of Final Agreements

If selected, and Community Interest is satisfied, an Offeror will receive from SCE an executable CR-RAM PPA for each selected Offer filled in with the Project and Offeror information. Offerors should carefully review the populated CR-RAM PPA for any errors. In the notification of selected status, SCE will specify the last day for selected Offerors to submit the executed signature page(s) of the CR-RAM PPA(s), or to notify SCE if electing not to execute the CR-RAM PPA(s).

At the time of initial selection, SCE may also notify certain waitlisted Offerors of their status. Such Offerors may be offered PPAs in the event that selected Offerors decline to execute a CR-RAM PPA with SCE.

For each CR-RAM PPA that an Offeror chooses to execute with SCE, Offeror must return two (or more, at Offeror's discretion) executed originals of the CR-RAM PPA signature pages to SCE by overnight delivery to the following:

Energy Contracts  
Southern California Edison  
2244 Walnut Grove  
Rosemead, CA 91770

Attn: Shawn Smith  
626-302-4978

It is anticipated that SCE will then execute final CR-RAM PPAs and return one (or more, at Offeror's discretion) fully executed Final Agreement to Offeror.

4.11 Submission of the Final Agreements to the CPUC

- (a) SCE will submit a Tier 2 advice letter to the CPUC seeking approval of the Final Agreements entered into pursuant to the CR-RAM 4 RFO.
- (b) SCE's obligations to purchase Product under a Final Agreement will only become effective upon CPUC Approval.
- (c) In the event a transaction occurs between SCE and any of its Affiliates, such Final Agreement may also require FERC approval. In such case, SCE's obligations to purchase power under such Final Agreement will only become effective upon approval by both the CPUC and FERC.

4.12 Support for Regulatory Purposes

SCE may request that Seller provide updates of any information requested in this CR-RAM 4 RFO for purposes of filing applications or advice letters with the CPUC for approval of any Final Agreement.

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\*\*\* End of ARTICLE FOUR \*\*

**ARTICLE FIVE. OFFEROR’S ACKNOWLEDGEMENT; WAIVERS AND RESERVATION OF RIGHTS; REPRESENTATIONS, WARRANTIES AND COVENANTS**

By submitting an Offer to SCE pursuant to the CR-RAM 4 RFO, the Offeror acknowledges the following:

5.01 SCE’s Rights

SCE reserves the right to modify any dates and terms specified in these RFO Instructions, in its sole discretion and at any time without notice and without assigning any reasons and without liability of Edison International, SCE or any of their subsidiaries, affiliates or representatives. SCE also reserves the right to select zero Offers as an outcome of this CR-RAM 4 RFO.<sup>15</sup>

5.02 SCE’s Acceptance of Offers

SCE will not be deemed to have accepted any Offer, and will not be bound by any term thereof, unless and until authorized representatives of SCE and Seller execute a Final Agreement and, if appropriate, related collateral and other required agreements.

5.03 Expenses

Seller acknowledges and assumes all costs associated with submitting any Offer. In the event that the CR-RAM 4 RFO is terminated by SCE, an Offer is not selected, or a CR-RAM PPA is not executed, each Offeror will be responsible for expenses it incurs as a result of its participation in the CR-RAM 4 RFO.

5.04 Offeror’s Representations, Warranties and Covenants

- (a) By submitting an Offer, Offeror agrees to be bound by the conditions of the CR-RAM 4 RFO, and makes the following representations, warranties, and covenants to SCE, which representations, warranties, and covenants shall be deemed to be incorporated in their entireties into each of Offeror’s Offers:
  - (i) Offeror has read, understands and agrees to be bound by all terms, conditions and other provisions of these RFO Instructions;
  - (ii) Offeror has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the CR-RAM 4 RFO and these RFO Instructions, including the forms listed in Section 4.03;

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<sup>15</sup> The CPUC has provided SCE discretion to reject Offers in instances of market manipulation or non-competitive pricing compared to other renewable procurement opportunities.

- (iii) Offeror warrants herein that the Product Price includes Offeror's cost of providing the Development Security in accordance with Section 3.06 of the CR-RAM PPA;
- (iv) Offeror warrants herein that the Product Price includes Offeror's cost of providing the Performance Assurance in accordance with Section 8.03 of the CR-RAM PPA, and that Performance Assurance will be calculated as five percent (5%) of the total projected revenue over the full Term. For the purpose of calculating Performance Assurance only, the projected revenue for each TOD Period is the product of: (1) Qualified Amounts for the TOD Period and (2) the greater of (x) the Subscribed Product Price multiplied by the applicable Product Payment Allocation Factor, and (y) the DLAP Price plus the Renewable Energy Credit Market Price;
- (v) Offeror has obtained all necessary authorizations, approvals and waivers, if any, required by Offeror to submit its Offer pursuant to the terms of these RFO Instructions and to enter into a Final Agreement with SCE;
- (vi) Offeror's Offer complies with all Applicable Laws;
- (vii) Offeror has not engaged, and covenants that it will not engage, in any communications with any other actual or potential Offeror in the CR-RAM 4 RFO concerning this solicitation, price terms in Offeror's Offer, or related matters and has not engaged in collusion or other unlawful or unfair business practices in connection with the CR-RAM 4 RFO;
- (viii) Offeror must provide an attestation to SCE that the Offeror has received and read Attachment 1 of the Community Choice Aggregation (CCA) Code of Conduct Decision (D.12-12-036), and will not circumvent it;
- (ix) Any Offer submitted by Offeror is subject only to SCE's acceptance, in SCE's sole discretion;
- (x) Offeror represents and warrants (a) that it has complied with and shall continue to comply with the marketing requirements of the Buyer's CR-RAM RFO and any Green-® Energy eligibility criteria and requirements; (b) all marketing by Seller shall be accurate and in compliance with the FTC Green Guides; (c) any changes to the marketing plan or marketing materials shall be submitted to Buyer for review prior to Seller's use of such materials; and (d) Seller shall maintain an internet website dedicated to the Project containing disclosures about the Project as required by Green-e® Energy,



including a link to Buyer's CR Tariff webpage, a link to the Green-e® Energy website, and customer service contact information; and

- (xi) The information submitted by Offeror to SCE in connection with the CR-RAM 4 RFO and all information submitted as part of any Offer is true and accurate as of the date of Offeror's submission. Offeror also covenants that it will promptly update such information upon any material change thereto.
- (b) By submitting an Offer, Offeror acknowledges and agrees that:
  - (i) SCE may rely on any or all of Offeror's representations, warranties, and covenants in the CR-RAM 4 RFO (including any Offer submitted by Offeror);
  - (ii) SCE may disclose information as set forth in the NDA; and
  - (iii) In SCE's evaluation of Offers pursuant to the CR-RAM 4 RFO, SCE has the right to disqualify an Offeror that is unwilling or unable to meet any other requirement of the CR-RAM 4 RFO, as determined by SCE in its sole discretion.
- (c) **BY SUBMITTING AN OFFER, OFFEROR HEREBY ACKNOWLEDGES AND AGREES THAT ANY BREACH BY OFFEROR OF ANY OF THE REPRESENTATIONS, WARRANTIES AND COVENANTS IN THESE RFO INSTRUCTIONS SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH OFFEROR, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO SCE UNDER APPLICABLE LAW.**

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\*\*\* *End of ARTICLE FIVE* \*\*\*

## **ARTICLE SIX. REGULATORY APPROVAL**

### 6.01 CPUC and FERC Approvals

SCE's obligations to purchase Product under a Final Agreement will only become effective upon CPUC Approval.

In the event a transaction occurs between SCE and any of its Affiliates, such Final Agreement may also require FERC approval. In such case, SCE's obligations to purchase power under such Final Agreement will only become effective upon approval by both the CPUC and FERC.

### 6.02 Support for Regulatory Purposes

SCE may request that Seller provide updates of any information requested in this CR-RAM 4 RFO for purposes of filing applications or advice letters with the CPUC for approval of any Final Agreement.

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*\*\*\* End of ARTICLE SIX \*\*\**

## **ARTICLE SEVEN. CONFIDENTIALITY, CONDUCT, AND SAFETY**

### 7.01 Confidentiality

Sellers are required to enter into the NDA with SCE in the form posted on the SCE CR-RAM Website.

### 7.02 Conduct

It is expected that the Parties will act in good faith in their dealings with each other with respect to this CR-RAM 4 RFO. Seller may not engage in Communications with any other Offeror or Seller in the CR-RAM 4 RFO concerning the price terms contained in Offeror's or Seller's Offer or related matters.

### 7.03 Safety

Seller must develop a written plan for the safe construction and operation of the ERR Generating Facility as set forth in the CR-RAM PPA.

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*\*\*\* End of ARTICLE SEVEN \*\*\**

## **ARTICLE EIGHT. WAIVERS AND RESERVATION OF RIGHTS**

### **8.01 Termination of CR-RAM 4 RFO**

SCE reserves the right at any time to modify any dates specified in this CR-RAM 4 RFO or abandon this CR-RAM 4 RFO without notice, without assigning any reasons, and without liability of Edison International, SCE or any of their subsidiaries, affiliates or representatives to any Seller.

SCE will not be deemed to have accepted any Offer, and will not be bound by any term thereof, unless and until authorized representatives of SCE and Seller execute a Final Agreement and, if appropriate, related collateral and other required agreements.

In the event that SCE terminates this CR-RAM 4 RFO, Seller shall be responsible for any expenses incurred by Seller as a result of this CR-RAM 4 RFO.

### **8.02 Release of SCE for any Delays**

Seller acknowledges that except for SCE's obligation to submit a fully executed Final Agreement to the CPUC for approval, Seller bears sole responsibility for submitting all applications and obtaining all permits, leases or mortgages, and interconnection, financing and other agreements necessary for Seller to perform under a Final Agreement.

Seller further acknowledges and agrees that SCE shall have no liability for the:

- (a) Time required to complete any studies, obtain any required permits for ERR Generating Facility operation, or enter into any agreements discussed or contemplated under this CR-RAM 4 RFO (including without limitation interconnection studies, leases, mortgages, financing or permits);
- (b) Time required to perform construction for Network Upgrades necessary to meet the Commercial Operation Deadline;
- (c) Time to construct the ERR Generating Facility;
- (d) Time required to acquire any environmental permits to construct or operate, including acquisition of any emission credits required by law or regulation; or
- (e) Failure to reach agreement on, or time to reach agreement regarding, the use of SCE property for the Site.

### **8.03 Waived Claims**

By submitting an Offer, Seller knowingly, voluntarily, and completely waives any rights under statute, regulation, state or federal constitution or common law to assert any claim, complaint or other challenge in any regulatory, judicial or other forum, including without limitation, the CPUC (except as expressly provided below), the FERC, the Superior Court of the State of California ("State Court") or any United States District Court ("Federal Court") concerning or related in any way to the CR-RAM 4 RFO or these RFO Instructions, including all exhibits, attachments, and appendices thereto ("Waived Claims"). Seller further expressly acknowledges and

consents that if it asserts any Waived Claim at the CPUC, FERC, State Court or Federal Court, or otherwise in any forum, to the extent that Seller's Offer has not already been disqualified, SCE is entitled to automatically disqualify this Offer from further consideration in the CR-RAM 4 RFO or otherwise, and further, SCE may elect to terminate the CR-RAM 4 RFO.

By submitting an Offer, Seller further agrees that the sole forum in which Seller may assert any challenge with respect to the conduct or results of the CR-RAM 4 RFO is at the CPUC. Seller further agrees that: (1) the sole means of challenging the conduct or results of the CR-RAM 4 RFO is a complaint filed under Article 3, Complaints and Commission Investigations, of Title 20, Public Utilities and Energy, of the California Code of Regulations, (2) the sole basis for any such protest shall be that SCE allegedly failed in a material respect to conduct the CR-RAM 4 RFO in accordance with these RFO Instructions; and (3) the exclusive remedy available to Seller in the case of such a protest shall be an order of the CPUC that SCE again conduct any portion of the CR-RAM 4 RFO that the CPUC determines was not previously conducted in accordance with these RFO Instructions (including any Associated Documents). Seller expressly waives any and all other remedies, including, without limitation, compensatory and/or exemplary damages, restitution, injunctive relief, interest, costs and/or attorneys' fees. Unless SCE elects to do otherwise in its sole discretion, during the pendency of such a protest the CR-RAM 4 RFO and any related regulatory proceedings related to the CR-RAM 4 RFO will continue as if the protest had not been filed, unless the CPUC issues an order suspending the CR-RAM 4 RFO or SCE has elected to terminate the CR-RAM 4 RFO.

Seller further acknowledges and agrees that if Seller asserts any Waived Claim, SCE shall be entitled to seek immediate dismissal of Seller's claim, complaint or other challenge, with prejudice, by filing a motion to dismiss (or similar procedural device) supported by the language in this Article Eight and that Seller will not challenge or oppose such a request for dismissal. Seller further acknowledges and agrees that if it asserts any Waived Claim, and if SCE successfully has that claim dismissed or transferred to the CPUC, Seller shall pay SCE's full costs and expenses incurred in seeking such dismissal or transfer, including reasonable attorneys' fees.

Seller agrees to indemnify, defend and hold harmless SCE from any and all claims by any other Seller asserted in response to the assertion of any Waived Claim by Seller or as a result of a Seller's protest to a filing at the CPUC resulting from the CR-RAM 4 RFO.

Except as expressly provided in these RFO Instructions, nothing in these RFO Instructions, including Seller's waiver of any Waived Claims as set forth above, shall in any way limit or otherwise affect the rights and remedies of SCE.

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\*\*\* End of ARTICLE EIGHT \*\*\*

## ARTICLE NINE. SCE RIGHTS AND DOCUMENT CONFLICTS

### 9.01 SCE's Rights

SCE may, at its sole discretion, enter into Final Agreements with one or more entities submitting Offers that will provide the best value to SCE's customers considering a variety of factors as discussed herein.

SCE reserves the right to reject any Offer at any time on the grounds that it does not conform to the terms and conditions of these RFO Instructions.

SCE also retains the right, in its sole judgment, to:

- (a) Subject to D.14-11-042, modify these RFO Instructions, and any of the Associated Documents, as it deems necessary;
- (b) Condition SCE's acceptance of any selected Offer on a Seller's agreement to modifications thereto including any modifications that may be recommended by SCE's PRG; and
- (c) Determine what is or is not "reasonable," as this term is used within these RFO Instructions.

### 9.02 Document Conflicts

In the event of any conflict between terms contained in these RFO Instructions or any of the Associated Documents, the conflict will be resolved by the following priority of documents:

- (a) The *Pro Forma* PPA;
- (b) The CAISO Tariff; and
- (c) These RFO Instructions;

Notwithstanding the foregoing, if a Final Agreement is executed between SCE and Seller, it will have precedence over the documents listed above.

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\*\*\* *End of ARTICLE NINE* \*\*\*

**ATTACHMENT A**  
***CR-RAM PPA Exhibit B Quality Checklist and Generating  
Facility Description Template***

Use this checklist to assist in constructing a complete Exhibit B for your Offer. Remember to label everything and always err on the side of inclusiveness. SCE looks at these documents very closely and has a lot of experience doing so. Projects that don't meet these criteria will be deemed deficient.

<b>General</b>	
<b>1</b>	Remove any and all confidentiality statements from each of the drawings. Confidentiality is covered by the PPA and NDA
<b>Consistency</b>	
<b>1</b>	The name of the Project on all documents must match the PPA
<b>2</b>	The Equipment specifications must be consistent among all documents
<b>3</b>	The Project capacity and other details outlined in this Exhibit B <i>must</i> match the Interconnection Study or GIA
<b>4</b>	Any discrepancies must be explained in an accompanying letter (if applicable)
<b>Generating Facility Description</b>	
<b>1</b>	All Offerors <i>must</i> use the template provided
<b>Site Plan Drawing</b>	
<b>1</b>	The site layout must include major equipment (e.g., boilers, environmental control devices, turbines, transformers, etc.)
<b>2</b>	Label the Project substation/interconnection point
<b>3</b>	Label all streets, right of ways, crossings, ingress, egress
<b>4</b>	Identify adjacent projects (if applicable)
<b>Single Line Drawing</b>	
<b>1</b>	Show interconnection point (i.e., utility substation name, equipment type and number, circuit name, etc. – as identified in the interconnection study or agreement)
<b>2</b>	Show metering (e.g., CAISO, SCE, etc.)
<b>3</b>	Ensure that all elements of the Project are shown to be behind the meter (i.e., on the Project side of the meter) – including provisions for station use
<b>4</b>	Show ratings for all transformers (e.g., MVA, High & Low voltage, Impedance, etc.)
<b>5</b>	Show station service power auxiliary transformer
<b>6</b>	Show breakers, disconnects, relays, etc.
<b>Process Flow Diagram</b>	
<b>1</b>	Must show all major equipment, fuel inputs, steam flows, electric flows, etc.
<b>Legal Description of the Site</b>	
<b>1</b>	List of all Assessor's Parcel Numbers (the "APNs") for land parcels that are part of the Site
<b>2</b>	Matches site plan drawing or site map
<b>Site Map</b>	
<b>1</b>	Illustrate the location of Project in the county (see example)
<b>2</b>	Illustrate Highways or landmarks to help locate the Project
<b>3</b>	Illustrate adjacent projects (if applicable)
<b>4</b>	Illustrate the Point of Interconnection (if possible)

**Generating Facility Description**  
*[For Solar PV]*

Name and Address of Generating Facility:

Latitude and Longitude: *[approximate centroid]*

Technology: *[specify fixed tilt OR single-axis tracking OR dual-axis tracking AND monocrystalline silicon OR polycrystalline silicon OR thin film]*

<b>Item</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Rating</b>	<b>Quantity</b>	<b>Total Rating</b>
<b>Photovoltaic Modules</b>			<i>[Rating, in W DC, of a single module]</i>		
<b>Inverter</b>			<i>[include temperature specific to rating, if applicable. e.g. 800kVA @ 50°C]</i>		
<b>Medium Voltage Transformer</b>	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		
<b>Primary Step Up Transformer</b> <i>[if applicable]</i>	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		

*[Unless stated otherwise, all fields in the table are required.]*

Description of Shared Facilities: *[if applicable]*



**Generating Facility Description**  
*[For Biofuel]*

Name and Address of Generating Facility:

Latitude and Longitude: *[approximate centroid]*

Technology: *[specify stoker grate, circulating fluidized bed, etc.]* Boiler

Ultimate Heat Sink: *[specify Evaporative Cooling Tower, Dry Cooling Tower, or River/Lake]*

Fuel Type and Source:

<b>Item</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Rating</b>	<b>Quantity</b>	<b>Total Rating</b>
<b>Steam Generator</b>		<i>[optional]</i>			
<b>Prime Mover</b>		<i>[optional]</i>			
<b>Generator</b>					
<b>Primary Step Up Transformer</b>	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		

*[Unless stated otherwise, all fields in the table are required.]*

Description of Host Facility: *[if applicable]*

Description of Shared Facilities: *[if applicable]*

## Generating Facility Description *[For Wind]*

Name and Address of Generating Facility:

Latitude and Longitude:

Technology: *[Wind]*

*[For Wind]*

<b>Item</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Rating</b>	<b>Quantity</b>	<b>Total Rating</b>
<b>Wind Turbine Generators</b>			<i>[Rating, in kW AC, of a single WTG]</i>		
<b>Medium Voltage Transformer</b>	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		
<b>Primary Step Up Transformer</b> <i>[if applicable]</i>	<i>[optional]</i>	<i>[optional]</i>	<i>[include both kVA rating and high/low voltage rating]</i>		

*[Unless stated otherwise, all fields in the table are required.]*

Description of Shared Facilities: *[if applicable]*

**Attachment E**

**Clean copy of CR-RAM Rider (DERs)**

**GREEN TARIFF SHARED RENEWABLES (GTSR) COMMUNITY RENEWABLES (CR) PROGRAM PROJECT DEVELOPMENT RIDER AND AMENDMENT**

*to the*

**RENEWABLE POWER PURCHASE AGREEMENT**

*between*

**SOUTHERN CALIFORNIA EDISON COMPANY**

*and*

**[NAME OF SELLER]**

This Green Tariff Shared Renewables (“GTSR”) Community Renewables (“CR”) Program Project Development Rider and Amendment (“GTSR CR Rider”) to the Agreement (as that term is defined below) dated as of the GTSR CR Rider Effective Date (as that term is defined below) is entered into between Southern California Edison Company, a California corporation (“SCE”), and [Name of Seller], a [Legal Status of Seller] (“Seller”). SCE and Seller are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used herein and not otherwise defined in this GTSR CR Rider shall have the meanings ascribed to such terms in the Agreement.

**RECITALS**

The Parties enter into this GTSR CR Rider with reference to the following facts:

- A. Concurrently herewith, SCE and Seller enter into that certain Renewable Power Purchase Agreement, (as amended from time to time, the “Agreement”), under which, among other things, Seller is willing to construct, own, and Operate a Generating Facility, consisting of Distributed Energy Resource(s), each of which qualifies, or will qualify, as an ERR, and to sell the Product to SCE, and SCE is willing to purchase the Product from Seller, pursuant to the terms and conditions set forth in this Agreement.
- B. The Parties seek to modify the Agreement in order to incorporate provisions related to the GTSR-CR Decisions.

*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

AGREEMENT

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

1. The List of Exhibits is amended to add the following at the end thereof:

“P. Subscribed Customer Reporting Form.

Q-1. QF Efficiency Monitoring Program – Cogeneration Data Reporting Form.

Q-2. Fuel Use Standards – Small Power Producer Data Reporting Form.”.

2. Section 1.01 is deleted in its entirety and replaced with the following:

“1.01 Generating Facility and Distributed Energy Resources.

(a) Name: *[Generating Facility name and the name of each DER that constitutes the Generating Facility]*.

(b) Location of each DER Site:

*[DER Site 1 Address:*

*DER Site 2 Address:*

*etc...,*

*each of which is further described in Exhibit B.]*

*{SCE Comment: Add a DER Site address for each individual DER. List as many DER Site addresses as there are actual DERs}*

(c) Description: As set forth in Exhibit B.

(d) Product: All electric energy produced by the Generating Facility throughout the Delivery Term, net of Station Use; *[and Site Host Load] {SCE Comment: For DERs with Excess-Sales only}*, all Green Attributes *[associated with Qualified Amounts] {SCE Comment: For DERs with Excess-Sales only}*; all Capacity Attributes; and all Resource Adequacy Benefits; generated by, associated with or attributable to the Generating Facility throughout the Delivery Term.

(e) Interconnection Point: *[insert the names or locations of each DER and identify the PNode associated with each DER]*.

*{SCE Comment: Placeholder for name of substation or method of identifying the location of interconnection to Transmission Provider’s electric system. First point of interconnection must be within SCE’s service territory.}*

*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

- (f) Delivery Point: At the point of interconnection with the CAISO-Controlled Grid, *[insert name or location]*.  
*{SCE Comment: Placeholder for identifying location on the CAISO-Controlled Grid. For DERs, this will be the location on the CAISO-Controlled Grid associated with the Distributed Energy Resource Aggregation}.*
- (g) ERR Type: *[Generation Technology]*.
- (h) Contract Capacity and DER Contract Capacity:
  - (i) Contract Capacity: *[Number]* MW. *{SCE Comment: This should equal the total AC nameplate capacity of the Generating Facility. For DERs, this will equal sum of all DER Contract Capacities.}* The Contract Capacity may be reduced as set forth in Section 3.06(a).

(ii) DER Contract Capacity:

*[DER Contract Capacity 1: [Number] MW;*  
*DER Contract Capacity 2: [Number] MW; etc...]*

*{SCE Comment: Add a DER Contract Capacity for each individual DER. List as many DER Contract Capacities as there are actual DERs, and each should equal the AC nameplate capacity for each individual DER.}*

Each DER Contract Capacity may be reduced as set forth in Section 3.06(a).

(i) Installed DC Rating and DER Installed DC Rating:

- (i) Installed DC Rating: *[Number]* kW<sub>PDC</sub>. *{SCE Comment: This should equal the Installed DC Rating of the Generating Facility. For DERs, this will equal sum of all DER Installed DC Ratings.}* The Installed DC Rating may be reduced as set forth in Section 3.06(a).  
*{SCE Comment: For Solar Photovoltaic.}*
- (ii) DER Installed DC Rating:

*[DER Installed DC Rating 1: [Number] kW<sub>PDC</sub>.*  
*[DER Installed DC Rating 1: [Number] kW<sub>PDC</sub>; etc...]*

*{SCE Comment: Add a DER Installed DC Rating for each individual DER. List as many DER Installed DC Ratings as there are actual DERs, and each should equal the Installed DC Rating for each individual DER}*

*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

Each DER Installed DC Rating may be reduced as set forth in Section 3.06(a).

*{SCE Comment: For Solar Photovoltaic DERs only}*

(j) Expected Annual Net Energy Production. *{SCE Comment: For all technologies except Solar Photovoltaic.}*

The Expected Annual Net Energy Production for each Term Year will be the value calculated in accordance with the following formula:

EXPECTED ANNUAL NET ENERGY PRODUCTION, in kWh

$$= A \times B \times C [- D] \text{ {SCE Comment: For DERs with Excess-Sales only}}$$

Where:

A = Contract Capacity in kW.

B = [Number] % capacity factor.

C = 8,760 hours per year.

*{D = Expected Annual Site Host Load kWh per Term Year} {SCE Comment: For DERs with Excess-Sales only}*

Expected Annual Net Energy Production. *{SCE Comment: For Solar Photovoltaic.}*

The Expected Annual Net Energy Production for each Term Year will be the value calculated in accordance with the following formula:

EXPECTED ANNUAL NET ENERGY PRODUCTION, in kWh

$$= A \times B \times C [- D] \text{ {SCE Comment: For DERs with Excess-Sales only}}$$

Where:

A = The Installed DC Rating, in kW<sub>PDC</sub>. (As of the Effective Date and until SCE’s verification of Seller’s installation of the Generating Facility pursuant to Exhibit J, this rating is deemed to be [Number] kW<sub>PDC</sub>).

B = [Annual Energy Yield Factor Number] kWh AC per kW<sub>PDC</sub> per year.

C = Annual degradation factor (“Annual Degradation Factor”) in each Term Year as follows:

*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

<u>Term Year</u>	<u>Annual Degradation Factor</u>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	

*[D = Expected Annual Site Host Load kWh per Term Year]  
 {SCE Comment: For DERs with Excess-Sales only}*

(k) The Generating Facility is a *[“small power production facility,” as described in 18 CFR §§292.203(a), 292.203(c) and 292.204,] [a “topping-cycle cogeneration facility,” as defined in 18 CFR §292.202(d),] [and a “bottoming-cycle cogeneration facility,” as defined in 18 CFR §292.202(e)].*  
*{SCE Comment: select all that apply}.”.*

*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*



3. Section 1.03(a) is deleted and replaced with the following:

“Subject to any extensions made pursuant to Sections 3.06(d) or 5.03, and further subject to Section 1.03(c), the Commercial Operation Date must be no later than the date that is the first day of the month occurring thirty-six months after CPUC Approval (‘Commercial Operation Deadline’).”.

4. Section 1.03(b) is deleted and replaced with the following:

“Subject to Section 1.03(d), if Seller has not obtained Permit Approval on or before that date that is ninety (90) days before the first day of the month following the date that is thirty-six (36) months from the date of CPUC Approval, then, upon SCE’s receipt of Notice from Seller, which Notice must be provided at least sixty (60) days before the date that is thirty-six (36) months from the date of CPUC Approval, the Commercial Operation Deadline shall be extended six (6) months from the first day of the month following the date that is thirty-six (36) months from the date of CPUC Approval; *provided, however,* such extension shall not be given if the failure to obtain Permit Approval was as a result of Seller’s failure to take all commercially reasonable actions to apply for and meet all of its requirements and deadlines to obtain such Permit Approval.”.

5. Section 1.05(a) is deleted and replaced with the following:

“Subject to Sections 1.05(b) and 1.05(c)(i), the Product Price is: (i) *[Dollar amount text]* dollars (*[\$Number]*) per MWh, for Subscribed Delivered Energy, (the ‘Subscribed Product Price’); and (ii) for each TOD Period, the lesser of (x) the DLAP Price plus the Renewable Energy Credit Market Price, and (y) the Subscribed Product Price multiplied by the applicable Product Payment Allocation Factor, for Unsubscribed Delivered Energy (the ‘Unsubscribed Product Price’).”.

6. Section 1.05(b) is deleted and replaced with the following:

“(b) Federal Tax Incentives.  
If, prior to the commencement of the Term, Federal Investment Tax Credit Legislation is enacted which is applicable to the Generating Facility or to any Distributed Energy Resource, Seller shall provide a Notice to SCE of the effective date of such legislation and the Product Price shall be reduced by \$\_\_\_\_\_ per MWh for each percentage point that the level of the investment tax credit is over 10%.  
*{SCE Comment: Applicable to solar and geothermal projects. Seller should propose the price reduction amount.}*

If, prior to the commencement of the Term, Federal Production Tax Credit Legislation is enacted which is applicable to the Generating Facility or to

*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

any Distributed Energy Resource, Seller shall provide a Notice to SCE of the effective date of such legislation and the Product Price shall be reduced by \$.50 per MWh for each dollar (\$1.00) that the production tax credit is over \$18.40/MWh.”.

*{SCE Comment: Applicable to all other renewable energy projects.}*

7. A new Section 1.05(d) is added as follows:

“(d) Deliveries Non-Compliant with the Generation Distribution Factor.

If during any Settlement Interval, Seller delivers Metered Amounts that are inconsistent with the Generation Distribution Factor provided to SCE by Seller, then Seller shall be responsible for and pay any and all CAISO charges, CAISO Sanctions, and CAISO Costs incurred by SCE with respect to such Metered Amounts.”.

8. Section 1.08 is deleted in its entirety and replaced with the following: “[Intentionally Omitted.]”

9. Section 2.01(b) is deleted and replaced with the following:

“(b) Seller’s Interconnection Queue Position.

Seller must not (i) withdraw any of the Interconnection Queue Position(s) identified in Section 1.07, (ii) assign or transfer any of the Interconnection Queue Position(s) to any entity, or (iii) utilize any of the Interconnection Queue Position(s) for the benefit of any power purchase and sale agreement other than the Agreement, in each case, without SCE’s prior written consent.”.

10. Section 2.02(b)(i) is amended to insert the phrase “that is the first calendar day of a month” after the words “the Commercial Operation Date shall be a date”.

11. Section 2.03(b) is deleted and replaced with the following:

“(b) Termination Rights of SCE.

SCE has the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given to Seller, on or before the date that is sixty (60) days after Seller provides to SCE the results of any Interconnection Study or interconnection agreement tendered to Seller by the Transmission Provider if:

(i) The Interconnection Studies or agreements associated with the Generating Facility, as of the date of the termination Notice, estimates, includes,

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specifies or reflects that the maximum total cost of transmission upgrades or new transmission facilities to SCE, or any Transmission Provider under the jurisdiction of the CAISO, including costs reimbursed by SCE, or any Transmission Provider under the jurisdiction of the CAISO, to Seller (“Aggregate Network Upgrade Costs”), may in the aggregate exceed *[dollar amount text]* dollars (*[\$Number]*) (“Network Upgrades Cap”), irrespective of any subsequent amendments of such Interconnection Studies or agreements or any contingencies or assumptions upon which such Interconnection Studies or agreements are based; or  
*{SCE Comment: Monetary threshold to be based upon transmission-related costs allocated to the Generating Facility that SCE would incur as estimated in the most recent Interconnection Study(ies).}*

- (ii) SCE must procure transmission service from any other Transmission Provider to allow SCE to Schedule electric energy from the Generating Facility and the cost for such transmission service is not reimbursed or paid by Seller.

Notwithstanding anything to the contrary in this Section 2.03(b), SCE shall have no right to terminate this Agreement under this Section 2.03(b), if Seller, concurrently with its provision of the relevant Interconnection Study or agreement pursuant to Section 3.17(a), irrevocably agrees that Seller shall owe to SCE (I) the amount by which the Aggregate Network Upgrade Costs exceed the Network Upgrades Cap (“Excess Network Upgrade Costs”), and (II) any costs for transmission services specified in Section 2.03(b)(ii). If Seller elects to pay, without reimbursement, for the Excess Network Upgrade Costs pursuant to this Section 2.03(b), in no event shall Seller have any interest in or rights or title to any Network Upgrades (as defined in the CAISO Tariff) or Congestion Revenue Rights (as defined in the CAISO Tariff) in connection with the development of the Generating Facility or the delivery of Product to SCE pursuant to this Agreement.”.

- 12. Sections 2.04(a)(xiii) and (xiv) are deleted and replaced with the following:

“(xiii) Seller’s obligations under Sections 1.05(d), 3.01(d)(iv), *[3.05(a)(i)(1)] {SCE Comment: for DERs with Shared Facilities only}*, 3.31, and 3.34; and

(xiv) The obligation of Seller to transfer Green Attributes associated with Product, in accordance with Section 3.01(b), for which SCE has paid the Product Price for or issued a bill credit for.”.

- 13. Section 2.04(b) is amended to: (i) add the phrase “lesser of the Subscribed Product Price and the Unsubscribed” to the second paragraph after the phrase “Capacity Attributes and Resource Adequacy Benefits to SCE at the” and before the words “Product Price”; and

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(ii) delete the word “the” and replace it with the word “each” in the first parenthetical of the third paragraph after the word “including” and before the phrase “Interconnection Queue Position”.

14. Section 3.01(d)(iv) is amended to delete the parenthetical “(which cost shall not be subject to the Compliance Expenditure Cap)”.

15. Section 3.03 is deleted and replaced with the following: “Throughout the Delivery Term, Seller shall not sell the Product (or any portion thereof) to any entity other than: (i) to SCE, and (ii) to Customers in accordance with the CSA.”.

16. Section 3.05 is deleted and replaced with the following:

“3.05 Permits, Interconnection and Transmission Service Agreements, and CAISO Tariff Compliance.

- (a) Seller shall obtain and maintain throughout the Delivery Term any and all interconnection and transmission service rights and Permits required to effect delivery of the electric energy from each Distributed Energy Resource to the Distributed Energy Resource Aggregation and from the Distributed Energy Resource Aggregation to the Delivery Point.
- (b) Seller shall be responsible for all costs and charges directly caused by, associated with, or allocated to the interconnection of each Distributed Energy Resource and the Distributed Energy Resource Aggregation to Transmission Provider’s electric system and transmission of electric energy from each Distributed Energy Resource and the Distributed Energy Resource Aggregation to the Transmission Provider’s electric system.
- (c) Seller shall comply with the CAISO Tariff, including securing and maintaining in full force all required CAISO agreements, certifications and approvals.
- (d) Seller shall secure through the CAISO the CAISO Resource ID that is to be used solely for the Generating Facility.
- (e) Seller shall comply with the requirements of the CAISO Tariff applicable to Distributed Energy Resources, a Distributed Energy Resource Provider, and a Distributed Energy Resource Aggregation.

*{SCE Comment: Language applicable to projects that do not utilize Shared Facilities.}*

- (a) Seller shall obtain and maintain throughout the Delivery Term any and all interconnection and transmission service rights and Permits required to effect delivery of the electric energy from each Distributed Energy Resource to the

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Distributed Energy Resource Aggregation and from the Distributed Energy Resource Aggregation to the Delivery Point. Each interconnection agreement shall provide for interconnection capacity available or allocable to each Distributed Energy Resource that is no less than the applicable DER Contract Capacity. The ownership and use of the Shared Facilities (including the interconnection agreement itself) are or will be subject to a co-tenancy or similar sharing agreement (collectively, “Shared Facilities Agreement(s)”), under which Shared Facilities Agreements an Affiliate of Seller may act as a manager on behalf of Seller and the Other Seller(s) under the interconnection agreement (“Affiliate Manager”). Seller shall ensure that, from the Effective Date and continuing throughout the Term, Seller shall have sufficient interconnection capacity and rights under or through the interconnection agreement and the Shared Facilities Agreements, if any, to interconnect the particular DERs that are sharing facilities with the CAISO-Controlled Grid, and to fulfill its obligations under this Agreement. In connection with each interconnection agreement and each Shared Facilities Agreement, the following shall apply:

(i) The Shared Facilities Agreements shall provide that:

- (1) the Other Seller(s), the Affiliate Manager and the Interconnection Affiliate (if different from the Seller or Other Seller(s)) shall fully indemnify Seller, SCE, and Seller’s Customers for any liability arising out of its respective acts or omissions in regards to its respective performance obligations under the interconnection agreement and any Shared Facilities Agreement in which such party is a counterparty with Seller,
- (2) Seller shall have the right to correct, remedy, mitigate, or otherwise cure any omission, failure, breach or default by Other Seller, Affiliate Manager, or Interconnection Affiliate (if different from the Seller or Other Seller(s)) that would negatively impact Seller’s obligations under this Agreement, under the interconnection agreement, or under any Shared Facilities Agreement in which Seller is a counterparty, and
- (3) any instruction from the CAISO or Transmission Provider to curtail energy deliveries shall be allocated between the particular DERs that are sharing facilities and the Other Generating Facility(ies) on a pro rata basis based upon installed capacity, except when such pro rata allocation would be in violation of the applicable curtailment instruction.

(ii) Seller shall, or shall cause the Interconnection Affiliate (if different from Seller), to apply for and expeditiously seek FERC’s acceptance of any Shared Facilities Agreement(s), if required.

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(iii) Seller shall not assign or transfer Seller's rights or obligations under the interconnection agreement or any Shared Facilities Agreement to any person or entity without the prior written consent of SCE, which consent shall not be unreasonably withheld.

- (b) As between SCE and Seller under this Agreement, Seller shall be responsible for all costs and charges directly caused by, associated with, or allocated to Seller, the Interconnection Affiliate, the Affiliate Manager, or the Other Seller(s) under the interconnection agreement, the Shared Facilities Agreement, if any, and the CAISO Tariff, in connection with the interconnection of the Generating Facility to the Transmission Provider's electric system and transmission of electric energy from the Generating Facility to the Transmission Provider's electric system.
- (c) Seller shall, or shall cause the Interconnection Affiliate, as applicable, to comply with the CAISO Tariff, including securing and maintaining in full force and effect all required CAISO agreements, certifications and approvals.
- (d) Seller shall, or shall cause the Interconnection Affiliate, as applicable, to secure through the CAISO the CAISO Resource ID that is to be used solely for this Generating Facility.
- (e) Seller shall, or shall cause the Interconnection Affiliate, as applicable, to comply with the requirements of the CAISO Tariff applicable to Distributed Energy Resources, a Distributed Energy Resource Provider, and a Distributed Energy Resource Aggregation, or each applicable equivalent successor.
- (f) Seller shall, or shall cause the Interconnection Affiliate to, as applicable, comply with the metering requirements of the CAISO Tariff applicable to a: (i) Distributed Energy Resource Aggregation, (ii) Distributed Energy Resource Provider, (iii) Distributed Energy Resource, and (iv) Scheduling Coordinator for a Distributed Energy Resource Aggregation, or each applicable equivalent successor, for the Generating Facility.

*{SCE Comment: Language applicable to projects that utilize Shared Facilities.}*

17. Section 3.06(a) is deleted and replaced with the following:

“(a) Modification of Special Conditions.

- (i) If the Contract Capacity or a DER Contract Capacity, each as set forth in Section 1.01(h) is greater than the Demonstrated Contract Capacity or the applicable DER Demonstrated Contract Capacity, respectively, then:
- (1) The Contract Capacity or DER Contract Capacity, as applicable, will be reduced to an amount equal to the Demonstrated Contract Capacity or the applicable DER Demonstrated Contract Capacity;

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- (2) The Expected Annual Net Energy Production will be recalculated using such adjusted Contract Capacity; and
- (3) The Performance Assurance Amount for the Performance Assurance required to be posted and maintained pursuant to Section 8.03 will be recalculated using such adjusted Contract Capacity, and any amount of Performance Assurance in excess of that required for the adjusted Contract Capacity will be returned to Seller.

*{SCE Comment: For all technologies except Solar Photovoltaic}*

- (ii) If the Installed DC Rating or the DER Installed DC Rating, each as set forth in Section 1.01(i) is greater than the Demonstrated Installed DC Rating or the DER Demonstrated Installed DC Rating, respectively,

- (1) The Installed DC Rating or the DER Installed DC Rating, as applicable, will be reduced to an amount equal to the Demonstrated Installed DC Rating or the DER Demonstrated Installed DC Rating, as applicable;
- (2) The Expected Annual Net Energy Production will be recalculated using such adjusted Installed DC Rating; and
- (3) The Performance Assurance Amount for the Performance Assurance required to be posted and maintained pursuant to Section 8.03 will be recalculated using such adjusted Installed DC Rating, and any amount of Performance Assurance in excess of that required for the adjusted Installed DC Rating will be returned to Seller.

*{SCE Comment: For Solar Photovoltaic}*

- (iii) Neither Party will have any liability for failure to purchase or deliver Product associated with or attributable to capacity in excess of the Demonstrated Installed DC Rating, the DER Demonstrated Installed DC Rating, the Demonstrated Contract Capacity, or the DER Demonstrated Contract Capacity (“Unincluded Capacity”), subject to Section 3.06(b).”.

18. Section 3.06(e) is deleted and replaced with the following:

“Subject to Section 8.02(c)(i) and the Commercial Operation Date occurring on or before the Commercial Operation Deadline or any extended Commercial Operation Deadline as provided in this Agreement, if Seller demonstrates the full *[Installed DC Rating specified in Section 1.01(i) and the full DER Installed DC Rating for each Distributed Energy Resource specified in Section 1.01(i)]* *{SCE Comment: For Solar Photovoltaic}* *[Contract Capacity specified in Section 1.01(h) and the DER Contract Capacity for each Distributed Energy Resource specified in Section 1.01(h)]* *{SCE Comment: For all*

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*technologies except Solar Photovoltaic*}, in accordance with the procedure set forth in Exhibit J; then SCE shall return the full Development Security.”.

19. Section 3.07(a)(ii) is amended to delete the parenthetical “(calculated in accordance with Exhibit K)”.

20. Section 3.08 is deleted and replaced with the following:

“3.08 Metering, Communications, Telemetry and Meteorological Station(s).

(a) CAISO Approved Meter and CAISO Approved DER Meter.

Seller shall, at its own cost, install, maintain and test all CAISO Approved DER Meter(s) for each Distributed Energy Resource and CAISO Approved Meters for the Distributed Energy Resource Aggregation.

*{SCE Comment: Language applicable to projects that do not use a shared transformer.}*

(b) Check Meter.

Seller will permit SCE to furnish and install one Check Meter on the high voltage side of the step-up transformer, substation, or any other location at SCE’s sole discretion, associated with each Distributed Energy Resource and the Distributed Energy Resource Aggregation in compliance with the applicable utility electric service requirements. Each Check Meter must be interconnected with SCE’s communication network to permit:

- (i) Periodic, remote collection of revenue quality meter data; and
- (ii) Back-up real time transmission of operating-quality meter data.

*{SCE Comment: Language applicable to projects that do not use a shared transformer.}*

(c) SCE’s Access to Meters.

- (i) Subject to Section 3.18, Seller hereby grants SCE reasonable access to all CAISO Approved DER Meter(s), CAISO Approved Meters and Check Meters for meter readings and any purpose necessary to effectuate this Agreement.
- (ii) Seller shall promptly provide SCE access to all meter data and data acquisition services both in real-time, and at later times, as SCE may reasonably request.
- (iii) Prior to the Commercial Operation Date, Seller shall provide instructions to the CAISO granting authorizations or other documentation sufficient to provide SCE with access to the CAISO Approved Meter(s) , CAISO Approved DER Meter(s), and to Seller’s settlement data on OMAR.

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- (d) CAISO Approved Meter Maintenance and CAISO Approved DER Meter Maintenance.
- (i) Seller shall test and calibrate the CAISO Approved DER Meter(s) and the CAISO Approved Meter(s), as necessary, but in no event will the period between testing and calibration dates be greater than twelve (12) months.
  - (ii) Seller shall bear its own costs for any meter check or recertification of the CAISO Approved DER Meter(s) and the CAISO Approved Meter(s).
  - (iii) Seller shall replace each CAISO Approved DER Meter(s) and the CAISO Approved Meter battery at least once every thirty-six (36) months or such shorter period as may be recommended by the CAISO Approved DER Meter(s) or CAISO Approved Meter manufacturer, as applicable.  
  
Notwithstanding the foregoing, if a CAISO Approved DER Meter or a CAISO Approved Meter battery fails, Seller shall replace such battery within one (1) day after becoming aware of its failure.
  - (iv) Seller shall use certified test and calibration technicians to perform any work associated with the CAISO Approved DER Meter(s) and the CAISO Approved Meter(s).
  - (v) Seller shall inform SCE of test and calibration dates, provide SCE with access to observe and witness such testing and calibration, and provide SCE certified results of tests and calibrations within thirty (30) days after completion.

(e) SCADA and Telemetry System.

All communication, metering, telemetry, and associated generation operation equipment will be centralized into the *[Distributed Energy Resource Aggregation's] {SCE Comment: For DERs} [Generating Facility's] {SCE: Comment: For non-DER Generating Facilities}* SCADA. Seller shall configure the SCADA so that SCE may access it via the GMS from the GOC. Seller shall link the systems via an approved SCE communication network, utilizing existing industry standard network protocol, as approved by SCE. The connection will be bidirectional in nature and used by the Parties to exchange all data points to and from the GOC. Seller shall be responsible for the costs of installing, configuring, maintaining and operating the SCADA and internal site links for the Distributed Energy Resource Aggregation.

Seller shall be responsible for designing, furnishing, installing, operating, maintaining and testing a real time Telemetry System capable of interconnecting to the GMS, the CAISO Approved Meter(s) and the Distributed Energy Resource Aggregation's control system with the CAISO's Energy Communication Network.

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Seller shall be responsible for designing, furnishing, installing, operating, maintaining and testing a real time DER Telemetry System capable of allowing the Distributed Energy Resource Aggregation’s control system to interconnect to and control each Distributed Energy Resource, permitting each Distributed Energy Resource to comply with any CAISO dispatch or curtailment pursuant to Section 3.12(g).

The Telemetry System shall be designed in accordance with the CAISO monitoring and communication requirements and must be capable of:

- (i) Reporting data from each CAISO Approved Meter;
- (ii) Providing the status of key control points from the Distributed Energy Resource Aggregation’s control system;
- (iii) Routing generating unit set points to the Distributed Energy Resource Aggregation’s control system; and
- (iv) Communicating availability of the Generating Facility pursuant to Section 3.08(g).

The Telemetry System must include a data processing gateway, internet connection, interconnecting cabling and all service agreements required for accessing the CAISO’s Energy Communications Network.

The above mentioned connections and data transfer must be included in the systems engineering tasks as a part of the construction of the Generating Facility, and must be fully functional before Commercial Operation.

The DER Telemetry System shall be designed in accordance with the CAISO monitoring and communication requirements and must be capable of complying with the requirements set forth in CAISO Tariff applicable to a Distributed Energy Resource, a Distributed Energy Resource Provider, a Distributed Energy Resource Aggregation, and any requirement applicable to a Scheduling Coordinator for a Distributed Energy Resource Aggregation.

**(f) Meteorological Station(s) and Reporting Requirements.**

If required by the CAISO, Seller, at its own expense, shall install and maintain one (1) or more stand-alone meteorological stations at each Distributed Energy Resource in accordance with Exhibit O to monitor and report weather data to both the CAISO and the existing SCE weather station data collection system.

The station(s) must be installed at least sixty (60) days before Commercial Operation.

The station(s) must be equipped with the Meteorological Equipment, as may be modified by Seller at SCE’s direction from time to time to reflect the CAISO’s PIRP/EIRP protocol and the requirements of Exhibit K.

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The station(s) must be designed to collect and record data in accordance with CAISO's PIRP/EIRP protocols and the requirements of Exhibit K.

Data reports must be formatted in a manner consistent with the CAISO requirements published on the CAISO internet website.

Telemetry equipment must be designed to function in accordance with CAISO's PIRP/EIRP protocols.

The station(s) must be equipped to measure and record the minimum data required by the CAISO, in the manner specified by the CAISO.

Seller shall submit to SCE for review and approval, Seller's technical specifications for the meteorological station(s) along with a site plan showing the location of the station(s), the location of all *[Wind Turbines, the wind rose for the Site], [Solar Generating Units, Photovoltaic Modules, Current Inverters,]* and other prominent features, as applicable.

*{SCE Comment: Intermittent only.}*

Seller shall calibrate all first and second class thermopile pyranometers to the same nationally recognized standard and apply temperature correction to the measurement. Seller's Telemetry System shall transmit the calibrated data to SCE. Such temperature correction shall be based upon a calibration of the actual instrument or to a generic temperature curve that is supported by data from a nationally recognized testing laboratory to be representative of the exact vintage and model of instruments to be used by the Seller. Furthermore, Seller shall calibrate all thermopile pyranometers, regardless of type, every Term Year and upon SCE's reasonable request.

*{SCE Comment: Solar photovoltaic only.}*

- (g) Real-Time Communication of Availability.
- (i) Prior to the Commercial Operation Date, Seller shall install a telecommunication system and demonstrate to SCE's reasonable satisfaction that the system interfaces with the Web Client and the GMS to provide SCE with Seller's Real-Time Availability.
  - (ii) Seller shall maintain the telecommunications path, the hardware, and software to provide quality data to SCE throughout the Delivery Term.
  - (iii) Upon Notice from SCE, Seller shall repair or have corrected as soon as possible, but no later than five (5) days after receipt of such Notice any:
    - (1) Inoperable telecommunications path;
    - (2) Inoperable software; or
    - (3) Faulty instrumentation.
  - (iv) Seller shall submit an Actual Availability Report pursuant to Section 3.22

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for any month in which Seller's telecommunications system was not available or did not provide quality data for longer than twenty-four (24) continuous hours."

21. Section 3.09(a) is deleted and replaced with the following:

"(a) This Agreement is DER Site specific as set forth in Section 1.01(b). Seller may change the location of any DER Site only upon SCE's prior written consent, which consent is in SCE's sole discretion."

22. Section 3.11(a) is deleted and replaced with the following:

"(a) Designing and constructing the Generating Facility and the Distributed Energy Resource Aggregation;"

23. Section 3.11(c)(i) is deleted and replaced with the following:

"(i) Site plan drawings for the Generating Facility and the Distributed Energy Resource Aggregation;"

24. Section 3.11(c)(vi) is deleted and replaced with the following:

"(vi) Longitude and latitude of the centroid of each DER Site;"

25. Section 3.12 is deleted and replaced with the following:

"3.12 Operation and Record Keeping.

(a) Seller shall Operate the Generating Facility and the Distributed Energy Resource Aggregation in accordance with Prudent Electrical Practices.

(b) Seller shall comply with Operating orders in compliance with the CAISO Tariff and any interconnection agreement.

(c) On or prior to the Commercial Operation Date:

(i) SCE shall have obtained or waived CPUC Approval;

(ii) Seller shall obtain CEC PreCertification;

(iii) Seller shall take all steps necessary to ensure that SCE becomes authorized by the CAISO to Schedule the electric energy produced by the Generating Facility and aggregated by Seller to the Distributed Energy Resource Aggregation with the CAISO;

(iv) SCE shall have been authorized by the CAISO to Schedule the electric energy produced by the Generating Facility and aggregated by Seller to the Distributed Energy Resource Aggregation with the CAISO;

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- (v) Seller shall demonstrate to SCE's reasonable satisfaction that Seller has executed all necessary Transmission Provider and CAISO agreements, including those applicable to a Distributed Energy Resource, a Distributed Energy Resource Provider, and a Distributed Energy Resource Aggregation;
- (vi) Seller shall provide to SCE each DLF used by the Transmission Provider in the administration of the transmission service agreement for the Generating Facility;
- (vii) Seller shall be Forecasting to SCE in accordance with Exhibit D;
- (viii) Seller shall commence delivering electric energy to SCE at the Delivery Point and the Generating Facility is operating in parallel with Seller's Transmission Provider;
- (ix) Seller shall have installed and placed in operation all equipment and systems required under Section 3.08;  
*{SCE Comment: Intermittent only.}*
- (x) Seller shall have registered with the NERC as the Generating Facility's Generator Owner and Generator Operator if Seller is required to be a registered entity pursuant to the NERC Reliability Standards;
- (xi) Seller shall have furnished to SCE all insurance documents required under Section 10.11;
- (xii) Seller shall have delivered to Buyer no later than sixty (60) days prior to the anticipated Commercial Operation Date the Subscription Information and Bill Credit Instructions required under Section 3.29 containing the information required by such report;
- (xiii) Buyer shall have confirmed in writing that it has verified, with respect to each Subscribed Customer listed in the Subscription Information and Bill Credit Instructions delivered pursuant to Section 3.12(c)(xii) that: (x) such Customer has enrolled in Buyer's CR Tariff; and (y) the Subscription amount for such Customer (1) does not exceed one hundred twenty percent (120%) of such Customer's forecasted annual load, as such load is reasonably determined by Buyer based on historical usage data, and (2) is projected to be an amount of energy per year equal to or greater than: (A) 100 kWh per month on average, calculated on an annual basis or (B) twenty five percent (25%) of such Customer's load, or as otherwise required by Green-e® Energy;
- (xiv) Seller shall deliver to Buyer an original legal opinion, in form and substance acceptable to Buyer, and addressed to Buyer. The legal opinion shall state that the transactions between the Customers and Seller either (x) do not involve the offer or sale of 'securities' under California or

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federal law, or, (y) to the extent that such transactions involve the offer or sale of securities under California or federal law, the transactions (1) involve the offer or sale of securities that are registered under federal securities law and exempt from qualification under California securities law, (2) involve the offer or sale of securities that are registered under federal securities law and are qualified under California securities law, (3) involve the offer or sale of securities that are exempt from registration under federal securities law and are qualified under California securities law, or (4) involve the offer or sale of securities that are exempt from registration under federal securities law and exempt from qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to Buyer in its reasonable discretion. The Seller must submit to Buyer an attestation from an officer of Seller that the fact certificate provided by an officer of the Seller to the law firm issuing the legal opinion is true and complete and that Seller’s business model with Customers is, and throughout the Delivery Term will be, as described in the legal opinion;

- (xv) Seller shall take all steps necessary to ensure that SCE in its capacity as Scheduling Coordinator shall have access to the CAISO Approved DER Meter data;
  - (xvi) Seller shall provide SCE with a copy of the Master File for the Distributed Energy Resource Aggregation;
  - (xvii) Seller shall provide SCE with a copy of Seller’s Generation Distribution Factor, and
  - (xviii) Seller shall demonstrate to SCE’s reasonable satisfaction that the Generating Facility and each DER is a Qualifying Facility.
- (d) Seller shall keep a daily operations log for the Generating Facility that shall include the following information:

(i) Availability of the Generating Facility;  
*{SCE Comment: All technologies except Solar Photovoltaic.}*

Availability of the Inverter Block Units and associated Current Inverters;  
*{SCE Comment: Solar Photovoltaic only.}*

- (ii) Circuit breaker trip operations;
- (iii) Any significant events related to the Operation of the Generating Facility;
- (iv) Real and reactive power and energy production;
- (v) Changes in Operating status;
- (vi) Protective apparatus operations;

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- (vii) Any unusual conditions found during inspections;
- (viii) Electric energy production, fuel consumption and efficiency (if applicable); and
- (ix) Status and settings of generator controls including automatic voltage regulator and power system stabilizer.

(e) Seller shall log changes in the generator output setting if it is “block-loaded” to a specific kW capacity.  
*{SCE Comment: Baseload only.}*

Seller shall maintain complete records of the Generating Facility’s wind speeds and other pertinent meteorological conditions and operational status of each Wind Turbine.

*{SCE Comment: Wind only.}*

Seller shall maintain complete records of the Generating Facility’s direct normal insolation, other pertinent meteorological conditions and operational status of each Solar Distributed Energy Resource.

*{SCE Comment: Solar Thermal only.}*

Seller shall maintain complete records of the Generating Facility’s plane of array insolation, other pertinent meteorological conditions and operational status of each Inverter Block Unit.

*{SCE Comment: Solar Photovoltaic only.}*

Seller shall maintain complete records of the Generating Facility’s fuel consumption if a biomass or landfill generating facility, or geothermal fluid consumption if a geothermal generating facility.

*{SCE Comment: Biomass and Geothermal only.}*

- (f) Seller shall keep a maintenance log for the Generating Facility that shall include information on maintenance (both breakdown and preventative) performed, outages, inspections, manufacturer recommended services and replacement, electrical characteristics of the generators, control settings or adjustments of equipment and protective devices.

Seller shall maintain documentation of all procedures applicable to the testing and maintenance of the Generating Facility protective devices as necessary to comply with NERC Reliability Standards applicable to protection systems for large electric generators, if Seller is required to be a registered entity pursuant to the NERC Reliability Standards.

Such information in Sections 3.12(d), 3.12(e) and 3.12(f) above shall be provided or made available to SCE within twenty (20) days after any Notice.

- (g) Seller shall promptly curtail the production of the Generating Facility:

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- (i) Upon Notice from SCE that Seller has been instructed by the CAISO or Transmission Provider to curtail energy deliveries; *provided*, solely the action of the CAISO issuing a Schedule shall not by itself constitute an instruction by the CAISO to curtail energy deliveries pursuant to this Section 3.12(g)(i);
  - (ii) Upon Notice that Seller has been given a curtailment order or similar instruction in order to respond to an Emergency; or
  - (iii) If SCE, in its capacity as Buyer under this Agreement, issues a Curtailment Order.
- (h) Information maintained pursuant to this Section 3.12 shall be kept by Seller throughout the Delivery Term and shall be provided or made available to SCE within twenty (20) days after any Notice.
- (i) Seller must be interfaced with SCE’s Generation Management System and be responsive to 5-minute Dispatch Instruction and other applicable CAISO Tariff rules.”.
26. Section 3.13 is deleted and replaced with the following:

“3.13 Obtaining Scheduling Coordinator Services.

Seller shall comply with all applicable CAISO Tariff procedures, protocol, rules and testing as necessary for SCE to submit Bids for the electric energy produced by the Generating Facility and the Distributed Energy Resource Aggregation.

(a) Designating SCE as Scheduling Coordinator.

- (i) At least thirty (30) days before the Commercial Operation Date, Seller shall take all actions and execute and deliver to SCE all documents necessary to authorize or designate SCE, or SCE’s designee, as the Scheduling Coordinator throughout the Delivery Term.
- (ii) Throughout the Delivery Term, Seller shall not authorize or designate any other party to act as Scheduling Coordinator, nor shall Seller perform, for its own benefit, the duties of Scheduling Coordinator.
- (iii) Seller is responsible for and shall pay SCE an amount equal to the costs (including the costs of SCE employees or agents) SCE incurs, as determined in SCE’s sole discretion, as a result of SCE being designated as the Generating Facility’s Scheduling Coordinator including the costs associated with the registration of the Distributed Energy Resource Aggregation with the CAISO, and the installation, configuration, and testing of all equipment and software necessary for SCE to act as Scheduling Coordinator or to Schedule the Generating Facility (“SC Set-up Fee”); *provided*, the SC Set-up Fee shall not exceed \$20,000.

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(b) Replacement of SCE as Scheduling Coordinator.

At least forty-five (45) days before the end of the Term, or as soon as practicable before the date of any termination of this Agreement before the end of the Term, Seller shall take all actions necessary to terminate the designation of SCE, or SCE's designee, as Seller's Scheduling Coordinator as of hour ending 24:00 on the last day of the Term. These actions include the following:

- (i) Seller shall submit to the CAISO a designation of a new Scheduling Coordinator for Seller to replace SCE;
- (ii) Seller shall cause the newly designated Scheduling Coordinator to submit a letter to the CAISO accepting the designation; and
- (iii) Seller shall inform SCE of the last date on which SCE will be Seller's Scheduling Coordinator. SCE must consent to any date other than the last day of the Term, such consent not to be unreasonably withheld."

27. Section 3.17 is deleted and replaced with the following:

“3.17 Provision of Information.

Seller shall promptly provide to SCE copies of:

- (a) Within ten (10) Business Days of receipt thereof, copies of any Interconnection Study or the interconnection agreement tendered to Seller by the Transmission Provider and, concurrently with the provision of the first Interconnection Study or interconnection agreement tendered to Seller by the Transmission Provider that may give rise to a termination right of SCE under Section 2.03(b), Seller shall also provide SCE a Notice of Seller's irrevocable election to exercise or not exercise its right to assume financial responsibility for any Excess Network Upgrade Costs pursuant to Section 2.03(b), with a failure to provide such an election deemed to be an election not to exercise such rights;
- (b) All applications and approvals or disapprovals relating to CEC PreCertification, CEC Certification, CEC Verification, any Permit and PIRP/EIRP (in the event SCE requests Seller to apply to be in PIRP/EIRP);
- (c) All final and revised copies of material reports, studies and analyses furnished by the CAISO or any Transmission Provider, and any correspondence related thereto, concerning the interconnection of the Generating Facility to the Transmission Provider's electric system or the transmission of electric energy on the Transmission Provider's electric system;
- (d) All notifications of adjustments in the DLF used by the Transmission Provider in the administration of the transmission service agreement for the Generating Facility within thirty (30) days of receiving such notification from the Transmission Provider;

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(e) A copy of the Final Wind Report, and any updates thereafter for the time period beginning on the Effective Date and ending on the last day of the first Term Year;  
*{SCE Comment: Wind only.}*

All Geothermal Reservoir Reports, and any revisions thereto, for the time period beginning on the Effective Date and ending on the last day of the first Term Year;  
*{SCE Comment: Geothermal only.}*

All Solar Resource Evaluation Reports, and any revisions thereto, for the time period beginning on the Effective Date and ending on the last day of the first Term Year;  
*{SCE Comment: Solar only.}*

(f) Any reports, studies, or assessments of the Generating Facility prepared for Seller by an independent engineer; and

(g) All Generating Facility, Distributed Energy Resource Aggregation, and metering information as may be requested by SCE, including the following, at least thirty (30) days before the Commercial Operation Date:

For each CAISO Approved DER Meter and CAISO Approved Meter:

- (i) Generating Station/Unit ID;
- (ii) CAISO Resource ID;
- (iii) CAISO Approved Meter Device ID;
- (iv) Password;
- (v) CAISO Approved DER Meter Device ID;
- (vi) Data path (network (ECN) or modem);
- (vii) If modem, phone number;
- (viii) Copy of meter certification(s);
- (ix) List of any CAISO metering exemptions (if any); and
- (x) Description of any compensation calculations such as transformer losses and line losses.

For the Generating Facility:

- (1) Utility transmission/distribution one line diagram;
- (2) Physical location, address or descriptive identification;

(3) Latitude and longitude of *[the centroid and each corner of each DER]*  
*{SCE Comment: For solar only} [each Distributed Energy Resource]*  
*{SCE Comment: For all other technologies} [, and all Meteorological*

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*Equipment*;  
*{SCE Comment: Intermittent only.}*

- (4) Telephone number on site;
- (5) Telephone number of control room;
- (6) Telephone number for operational issues; and
- (7) Telephone number for administrative issues.

(h) The names of the Interconnection Point(s) and the Delivery Point within thirty (30) days after Seller's receipt of such information from the Transmission Provider or CAISO, as applicable.

*{SCE Comment: Applicable if the official names of the Interconnection Point or Delivery Point are not known as of the Effective Date.}*

- (i) No later than twenty (20) days after each semi-annual period ending on June 30<sup>th</sup> or December 31<sup>st</sup>, a report listing all Diverse Business Enterprises that supplied goods or services to Seller during such period, including any certifications or other documentation of such Diverse Business Enterprises status as such and the aggregate amount paid to Diverse Business Enterprises during such period.
  - (i) SCE has the right to disclose to the CPUC all such information provided by Seller pursuant to this Section 3.17(i).
  - (ii) Seller shall make reasonable efforts to accommodate requests by the CPUC (or by SCE in response to a request by the CPUC) to audit Seller in order to verify data provided by Seller pursuant to this Section 3.17(i).
- (j) Internal Revenue Service tax Form W-9 and California tax Form 590 (or their equivalent), completed with Seller's information, and any other documentation necessary for SCE to comply with its tax reporting or withholding obligations with respect to Seller, within ten (10) Business Days of Seller's receipt of Notice from SCE requesting the same.
- (k) [Intentionally Omitted].
- (l) Settlement Quality Meter Data for each Distributed Energy Resource and for the Distributed Energy Resource Aggregation, within ten (10) Business Days of Seller's receipt of Notice from SCE requesting the same.
- (m) Seller shall keep all operating records required of a Qualifying Facility by any applicable CPUC order as well as any additional information that may be required of a Qualifying Facility in order to demonstrate compliance with all applicable standards which have been adopted by the CPUC.
- (n) If the Generating Facility is a 'qualifying cogeneration facility' as contemplated in 18 CFR Section 292.205, then within thirty (30) days following the end of each

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calendar year, and within thirty (30) days following the end of the Delivery Term, Seller shall provide to Buyer:

- (i) A copy of a FERC order waiving for the Generating Facility, the applicable operating and efficiency standards for qualifying cogeneration facilities for the applicable year; or
  - (ii) A completed copy of Buyer's 'QF Efficiency Monitoring Program – Cogeneration Data Reporting Form,' substantially in the form of Exhibit Q-1, with calculations and verifiable supporting data, which demonstrates the compliance of the Generating Facility with cogeneration Qualifying Facility operating and efficiency standards set forth in 18 CFR Section 292.205 'Criteria for Qualifying Cogeneration Facilities,' for the applicable year.
- (o) If the Generating Facility is a 'qualifying small power production facility' as contemplated in 18 CFR Section Sections 292.203(a), 292.203(c) and 292.204, then within thirty (30) days following the end of each year, and within thirty (30) days following the end of the Delivery Term, Seller shall provide to Buyer:
- (i) A copy of a FERC order waiving for the Generating Facility, the applicable operating and fuel use standards for qualifying small power production facilities for the applicable year; or
  - (ii) A completed copy of Buyer's 'Fuel Use Standards – Small Power Producer Data Reporting Form,' substantially in the form of Exhibit Q-2, with calculations and verifiable supporting data, which demonstrates the compliance of the Generating Facility with small power producer Qualifying Facility fuel use standards set forth in 18 CFR Section 292.204 'Criteria for Qualifying Small Power Production Facilities,' for the applicable year."

28. Section 3.19(a) is deleted and replaced with the following:

- “(a) Within thirty (30) days after the Commercial Operation Date, Seller shall file an application or other appropriate request with the CEC for CEC Certification for each Distributed Energy Resource, the Distributed Energy Resource Aggregation, or the Generating Facility, as applicable.”.

29. Section 3.21(c) is deleted and replaced with the following:

- “(c) Product Replacement Damage Amount Calculation.

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The Lost Output amount that will be used by SCE in the Product Replacement Damage Amount calculation, set forth in Exhibit F, will be the amount reasonable determine by SCE.”.

30. The first paragraph of Section 3.22(a) is deleted and replaced with the following:

“(a) Throughout the Delivery Term, Seller shall prepare and provide to SCE a report with the Actual Available Capacity of the Generating Facility and for each Distributed Energy Resource (an “Actual Availability Report”) for each month.”.

31. *[Intentionally Omitted.] {SCE Comment: for all technologies other than Wind} [Section 3.23(a) is deleted and replaced with the following:*

“(a) *Seller shall provide to SCE a minimum of one (1) year of recorded meteorological data from each DER Site not later than ninety (90) days before the Commercial Operation Date.*

*Seller may provide data from additional years if any such data is available.”.]*  
*{SCE Comment: For Wind only}*

32. *[Intentionally Omitted.] {SCE Comment: for all technologies other than Solar} [The first paragraph of Section 3.24(a) is deleted and replaced with the following:*

“(a) *Seller shall provide to SCE a minimum of one (1) year of recorded meteorological data from each DER Site not later than ninety (90) days before the Commercial Operation Date.”.]* *{SCE Comment: For Solar only}*

33. New Sections 3.29, 3.30, 3.31, 3.32, 3.33, 3.34, 3.35, 3.36 and 3.37 are added as follows:

“3.29 Subscription.

Seller shall provide Buyer with Subscription Information and Bill Credit Instructions in the format set forth in Exhibit P (as such Exhibit P may be modified by the Buyer in its reasonable discretion to reflect updates to its business practices) setting forth, with respect to each of Seller’s Customers for the Project, the information required in Exhibit P, such Subscription Information and Bill Credit Instructions to be delivered no later than sixty (60) days prior to the Commercial Operation Date and, thereafter, ten (10) Business Days after the first day of each calendar month, with respect to the prior calendar month. Following the Effective Date, Seller may include only Customers for the Project who are located in Buyer’s then-current service territory on Seller’s Subscription Information and Bill Credit Instructions. If Seller becomes aware of incorrect information contained in any current or previously submitted Subscription Information and Bill Credit Instructions, Seller shall provide Buyer with updated Subscription Information and Bill Credit Instructions. Buyer shall not be liable

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for any action it takes or fails to take based on incorrect information contained in inaccurate or incomplete Subscription Information and Bill Credit Instructions.

3.30 Assignment of Payments.

Throughout the Delivery Term, Seller shall assign the right to payments for Subscribed Delivered Energy to its Customers.

3.31 Green-e® Energy.

- (a) Throughout the Delivery Term, Seller shall:
- (i) Comply with the Green-e® Energy eligibility criteria, requirements and best practices as updated from time to time by Green-e® Energy;
  - (ii) Provide all forms, disclosures and other documentation required by Buyer and its auditors in connection with the annual Green-e® Energy verification and audit;
  - (iii) Provide to Buyer a copy of all annual Disclosure Documents that it provides to Customers;
  - (iv) Provide Buyer with a completed ‘Green-e® Energy Attestation From Generator Participating In A Tracking System’ form (or successor form available on Green-e® Energy’s website) promptly when required by Buyer; and
  - (v) Provide Buyer with Green-e® Energy host attestations as they are requested.
- (b) Throughout the Delivery Term and surviving expiration of the Agreement, Seller shall disclose information requested by Buyer or Green-e® Energy for Green-e® Energy certification, including but not limited to information related to:
- (i) Seller agreeing to provide Green-e® Energy certified resources to all Customers;
  - (ii) Seller agreeing to abide by Green-e® Energy requirements and best practices as specified on the Green-e® Energy website;
  - (iii) Ensuring that all marketing of and disclosures relating to the Project is accurate and in compliance with the FTC Green Guides, and Green-e® Energy requirements, the Green-e® Energy Code of Conduct, and best practices;
  - (iv) Seller maintaining a webpage with disclosures about the Project, Seller’s customer service contact information, and links to both

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- Buyer's CR webpage and the Green-e® Energy website;
- (v) Providing completed Disclosure Documents to each potential Customer prior to signing a CSA with a customer and in a welcome packet distributed sixty (60) days prior to the Commercial Operation Date and annually thereafter (and in each case with a copy to Buyer), along with a statement that such Disclosure Documents are required by Green-e® Energy, which shall include, without limitation: (1) the amount of energy, in kWh, that Customer has been provided from the Project; (2) the price per kW or kWh; (3) the kW or kWh contracted for (option to also include percentage of Generating Facility's output); (4) the Term; (5) the renewable resource mix; (6) the Generating Facility location; (7) Seller's contact information; (8) a disclaimer stating that capacity does not guarantee a certain amount of output and output may vary (if selling in kW); (9) an estimated output in kWh for each Customer's Subscription (if selling in kW); (10) the average kW needed to power a home in the region (if selling in kW); (11) Seller's customer service contact information; (12) a link to Buyer's CR webpage; (13) all terms and conditions of Customer's Subscription; and (14) a statement that these disclosures are required by Green-e® Energy and information about Green-e® Energy certification and link to Green-e® Energy's website: [www.green-e.org/energy](http://www.green-e.org/energy); and
  - (vi) Seller's compliance with Green-e® Energy's annual verification and audit.

### 3.32 Marketing Requirements.

Prior to the Effective Date and continuing throughout the Delivery Term: (a) Seller shall have complied with and shall continue to comply with SCE's marketing requirements, as set forth on SCE's website, at [www.on.sce.com/CRDevInfo](http://www.on.sce.com/CRDevInfo), or successor thereof, and as may be modified by SCE from time to time, and any Green-e® Energy eligibility criteria and requirements; (b) all marketing by Seller shall be accurate and in compliance with the FTC Green Guides; (c) any changes to the marketing plan or marketing materials shall be submitted to Buyer for review prior to Seller's use of such materials; and (d) Seller shall maintain an internet website dedicated to the Project containing disclosures about the Project as required by Green-e® Energy, including a link to Buyer's CR Tariff webpage, a link to the Green-e® Energy website, and customer service contact information.

### 3.33 California Air Resources Board's Voluntary Renewable Electricity Program.

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Throughout the Delivery Term, the Seller shall ensure that the Project complies with the requirements of the California Air Resources Board's Voluntary Renewable Electricity Program and Seller shall provide Buyer with all documents necessary to enable Buyer to retire greenhouse gas allowances on behalf of Customers in compliance with the California Air Resources Board's Voluntary Renewable Electricity Program.

### 3.34 Customer-Seller Agreement.

Seller shall have a CSA with each Customer, which shall comply with the Green-e® Energy eligibility criteria and requirements, and Seller shall be required to include the following provisions in each CSA:

- (a) An outline detailing the program structure of the CR Tariff, including the bill credit mechanism and a statement that Buyer is not a party to, or third party beneficiary of, the CSA or the transactions between Seller and Customer, other than as a conduit for bill credits pursuant to Seller's Subscription Information and Bill Credit Instructions;
- (b) The benefits and risks to Customer of subscribing to the Project, including any termination of the Agreement or termination fees that may be assessed by Seller or Buyer, and that Customer should not expect to receive bill credits in excess of the amount of consideration it provides to Seller under the CSA;
- (c) Customer acknowledgment of the risks associated with participating in wholesale energy markets;
- (d) Customer acknowledgment that it should not have any expectation of profits in deciding to enter into the CSA;
- (e) Customer acknowledgment that it will only receive bill credits to the extent the Project actually generates Qualified Amounts and Seller provides the correct Subscription Information and Bill Credit Instructions to Buyer as specified in Section 3.29;
- (f) The CSA will automatically terminate upon termination or expiration of this Agreement;
- (g) Customer acknowledgment that Buyer is not an issuer or underwriter under California or federal securities laws with respect to the Project, and that Buyer is not making an offer to sell or selling any securities whatsoever;
- (h) All disputes (including those related to bill credits) will be handled between the Seller and Customer pursuant to the dispute resolution provisions in the CSA;

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- (i) Customers must enroll with Buyer's CR Tariff as a condition to being eligible to receive bill credits;
- (j) Customers must un-enroll from Buyer's CR Tariff if Customer no longer wishes to subscribe to the Project;
- (k) Customers cannot transfer their Subscriptions to other parties;
- (l) Customers may not subscribe for more than 120% of their forecasted annual load, as reasonably determined by Buyer based on historical usage data;
- (m) Customer Subscription payments to Seller, if any, are refundable until the Commercial Operation Date has been achieved, and Customer subscriptions are portable within Buyer's territory upon the Effective Date;
- (n) Seller shall notify Customer in the event of Seller's imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on the Project;
- (o) Disclosure that the Customer Subscription may be considered a 'security' issued by Seller under federal or state law;
- (p) Customer is not guaranteed any energy production from the Project;
- (q) Information describing Green-e® Energy and what requirements Seller is subject to in order to provide Customers with Green-e® Energy product;
- (r) A description of Customer access rights to the Site and the Generating Facility, if any;
- (s) Seller and Buyer shall share Customer information amongst themselves for purposes of billing and credits, program eligibility and verifying participation and that Buyer and Seller shall maintain the confidentiality of Customer information;
- (t) Seller's customer service department must respond to Customer inquiries within two (2) Business Days after a Customer request;
- (u) Seller shall indemnify Customers for claims arising from or related to Seller's construction, operation or financing of the Project, including liens of any type, mortgages, stop notices, and claims for bodily injury, death or property damage or destruction;
- (v) Seller will provide Buyer with Subscription Information and Bill Credit Instructions related to the Subscribed capacity, and Seller shall indemnify Buyer for all related claims and billing disputes between Customer and Seller. All bill credits to Customer shall be subject to set-off and counterclaim by Buyer under Seller's power purchase agreement with Buyer;

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- (w) A Seller transfer or sale of the Project to another entity will be subject to Buyer's consent and the transferee must (i) accept all of Seller's obligations under the power purchase agreement between Buyer and Seller, including all duties, liabilities and indemnities, and (ii) either enter into new CSAs containing the same terms and conditions as the original CSAs with existing Customers, or accept assignment of the existing CSAs with existing Customers. In addition, Seller shall provide Customers with notice of any such transfer or sale of the Project;
- (x) Seller shall notify Customers of any proposed modifications to the Project and provide Customers adequate time to withdraw their Subscription to the Project due to any such proposed modifications;
- (y) A Customer's minimum Subscription must be projected to be an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer's load, or as otherwise required by Green-e® Energy;
- (z) Within sixty (60) days after the Commercial Operation Date, Seller must provide completed Disclosure Documents and a statement that Seller is required by Green-e® Energy to provide updated Disclosure Documents to Customer on an annual basis;
- (aa) Seller will not make any statements or representations in the CSA or its marketing materials implying that renewable energy is being used or delivered to anyone unless Seller knows that Renewable Energy Credit ownership supports such statements;
- (bb) Seller representation that any electricity, stripped of Renewable Energy Credits is null power and no longer renewable and that, due to change of law provisions in the power purchase agreement between Buyer and Seller, power delivered may cease to be renewable;
- (cc) Seller covenants not to claim the Renewable Energy Credits associated with any Metered Amounts;
- (dd) Seller obligation regarding transfer and chain of custody of Renewable Energy Credits;
- (ee) Seller shall provide Customer notice of any direct change of control of Seller (whether voluntary or by operation of law);
- (ff) Seller shall disclose to Customers whether or not Seller will pursue Full Capacity Deliverability Status for the Project and the effects of achieving or not achieving Full Capacity Deliverability Status on the amount Customers will receive in bill credits;
- (gg) Customer acknowledgment that rates offered under the CSA may not ultimately be cheaper than those offered under utility service and that the

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only aspect of service from Seller that can be kept constant for the term of the CSA is the generation rate component of the Customer’s bill; and

(hh) The generation rate component shall be a term in the CSA.

3.35 Distributed Energy Resource Aggregation.

Throughout the Delivery Term, Seller covenants that it shall: (i) be a Distributed Energy Resource Provider, (ii) have a fully executed Distributed Energy Resource Provider Agreement; (iii) aggregate each of the Distributed Energy Resource(s) to a single Distributed Energy Resource Aggregation; (iv) promptly provide Notice to SCE if there are any modifications to Seller’s Master File, and such Notice shall identify the exact modification(s), the reason for the modification(s), and Seller shall provide supporting documentation as reasonably requested by SCE; and (v) promptly provide Notice to SCE if there are any modifications to Seller’s Generation Distribution Factor, and such Notice shall identify the exact modification(s), the reason for the modification(s), and Seller shall provide supporting documentation as reasonably requested by SCE.

3.36 FERC Qualifying Facility Status.

Seller shall take all actions, including making or supporting timely filings with FERC necessary to obtain or maintain the Qualifying Facility status of the Generating Facility throughout the Delivery Term; *provided, however*, that Seller shall not be obligated under this Section 3.36 to take any actions or make any filings to the extent that no action or filing is required by FERC to obtain, or maintain the Qualifying Facility status of the Generating Facility.

3.37 Common PNode Distributed Energy Resource(s).

Commencing on the Effective Date and continuing throughout the Term, Seller represents, warrants, and covenants that each Distributed Energy Resource is electrically connected to, or otherwise associated with, a single common PNode.”

34. Section 4.01(a) is deleted and replaced with the following:

“SCE shall provide information to Seller regarding CAISO Revenues, CAISO Costs, CAISO Sanctions, and SCE Penalties and shall pay Seller and issue bill credits to Customers for Product in accordance with: (i) approved, accurate, and undisputed Subscription Information and Bill Credit Instructions, and (ii) Exhibit E.”

35. Section 4.01(b) is deleted and replaced with the following:

“(b) Throughout the Delivery Term, SCE shall purchase Product generated by the Generating Facility and delivered at the Delivery Point in accordance with this Agreement, CAISO Tariff and Applicable Law, provided, subject to

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Section[s] 4.01(c) [and 4.01(d)] {SCE Comment: for Sellers that are eligible for the Federal Production Tax Credit}, SCE has no obligation to purchase from Seller or issue bill credits to Customers any Product that is not or cannot be delivered to the Delivery Point as a result of any circumstance, including:

- (i) An outage of the Generating Facility;
- (ii) A Force Majeure under Article Five; [or] {SCE Comment: For Full Buy-Sell DERs}
- (iii) A reduction or curtailment of deliveries in accordance with Section 3.12(g), except as set forth in Section 4.01(c)[.] {SCE Comment: For Full Buy-Sells DERs} [;]{SCE Comment: For DERs with Excess-Sales}
- (iv) An increase in the Site Host Load.  
{SCE Comment: For Full Buy-Sell DERs}.”.

36. Section 4.01(c) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “obligated to pay Seller” and before the words “for any CP”.
37. Section 4.01(d) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “SCE shall compensate Seller” and before the words “for lost Federal Production Tax Credits”. {SCE Comment: For Sellers that are eligible for the Federal Production Tax Credit}
38. Section 4.01(e) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “SCE will not be obligated to pay Seller” and before the words “for any Product”.
39. New Sections 4.01(f), (g), and (h) are added as follows:
- “(f) Buyer shall make payment of each invoice related to the Unsubscribed Capacity directly to Seller and in accordance with Exhibit E. Buyer and Seller acknowledge that payment to Seller under this Agreement of each invoice related to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the Seller’s Subscription Information and Bill Credit Instructions, the GTSR-CR Decisions and Exhibit E, and Seller hereby assigns any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers.
  - (g) Notwithstanding any other provision in this Agreement, Buyer is not obligated to provide a bill credit: (i) to any Customer that does not meet the requirements of this Agreement, or (ii) if Buyer determines, in its reasonable discretion, that the information contained in the Subscription Information and Bill Credit Instructions

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is incorrect. Retroactive changes to Subscription Information and Bill Credit Instructions will not be permitted.

- (h) Seller shall pay all CAISO charges, CAISO Sanctions, and CAISO Costs, and SCE shall retain all CAISO Revenues resulting from such violation of Section 1.05(d).”.

40. Section 4.02(c)(ii) is delete and replaced with the following:

“(ii) If the deviation: (x) between the CAISO Approved Meter data and the Check Meter data for any comparison is greater than 0.3%, or (y) between the CAISO Approved DER Meter data and the Check Meter data, for each Distributed Energy Resource, for any comparison is greater than 0.3%, then SCE shall provide Notice to Seller of such deviation and the Parties will mutually arrange for a meter check or recertification of the Check Meter or CAISO Approved Meter, as applicable.”.

41. Section 4.03 is deleted and replaced with the following:

“4.03 Scheduling Coordinator.

Commencing on the Commercial Operation Date, SCE, or its designee, shall act as Seller’s Scheduling Coordinator and carry out all duties as Scheduling Coordinator in accordance with CAISO Tariff protocols.”.

42. Section 4.05(a) is amended by adding the following sentence at the end thereof:

“Notwithstanding the foregoing, Buyer shall retire Renewable Energy Credits associated with Subscribed Delivered Energy on behalf of Subscribed Customers.”.

43. Sections 6.01(b)(iv), (ix), (x), (xiii), (xiv), (xv), and (xx) are deleted and replaced with the following:

- “(iv) Except as permitted in Sections 10.04 and 10.05, Seller does not own or otherwise have control of the entire Generating Facility;
- (ix) Seller installs generating capacity in excess of the Contract Capacity or in excess of each DER Contract Capacity at each applicable DER Site, and such excess generating capacity is not removed within five (5) Business Days after Notice from SCE; *{SCE Comment: Intermittent only}*
- (x) Seller installs direct current electric energy generating capacity in excess of the Installed DC Rating or in excess of each DER Installed DC Rating at each applicable DER Site and such excess direct current energy generating capacity is not removed within five (5) Business Days after Notice from SCE; *{SCE Comment: For Solar Photovoltaic.}*

- (xiii) The entire Generating Facility fails to qualify as an ERR;

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- (xiv) Any electric energy from the Generating Facility and sold or to be sold to SCE hereunder fails to qualify as eligible renewable energy for purposes of the RPS Legislation;
  - (xv) A termination of, or cessation of service under, any agreement necessary for Seller:
    - (1) To interconnect the Generating Facility to the Transmission Provider’s electric system;
    - (2) To transmit the electric energy on the Transmission Provider’s electric system;
    - (3) To comply with the CAISO Tariff; or
    - (4) To connect each Distributed Energy Resource to the Distributed Energy Resource Aggregation;

*provided, if SCE and Seller mutually agree that a termination of, or cessation of service under, any such agreement is not due to the fault of Seller, Seller shall have thirty (30) days from such termination or cessation to cure such default;*
  - (xx) Seller transfers or assigns any Interconnection Queue Position or any interconnection agreement without the written consent of SCE.”.
44. New Sections 6.01(b)(xxviii) and (xxix) are added as followings:
- “(xxviii) Seller fails to maintain its status as a Distributed Energy Resource Provider; or
  - (xxix) Subject to Section 3.36, the Generating Facility or any DER fails to maintain its status as a Qualifying Facility.”.
45. Section 10.02(a)(i) is amended to add the phrase “or control” after the phrase “Seller shall own”.
46. Section 10.02(d) is amended to add the following new sentence at the end thereof:
- “The last sentences in Sections 10.02(b) and 10.02(c) shall not be applicable to Seller’s representations, warranties and covenants in the remaining portions of Sections 10.02(b) and 10.02(c). If Seller breaches or fails to perform its representations, warranties and covenants under Sections 10.02(b) and 10.02(c), such breach or failure to perform and satisfy the obligations under such sections shall be considered an Event of Default by Seller.”.
47. New Sections 10.02(h), (i), (j) and (k) are added as follows:

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- “(h) Seller and, if applicable, its successors, represents, warrants and covenants that prior to the Effective Date, on the Effective Date and continuing throughout the Delivery Term:
- (i) Seller has received from Buyer and has read Attachment 1 of the CPUC’s CCA Code of Conduct decision (D.12-12-036) and has not and will not circumvent it;
  - (ii) Seller has and shall continue to incorporate in each CSA it enters into with Customers the provisions required to be included in the CSA as identified in Sections 3.31 and 3.34;
  - (iii) Seller has not and shall continue not to use Buyer’s corporate name, trademark, trade name, logo, identity or any affiliation for any reason without Buyer’s prior written consent; and
  - (iv) Seller has not and will not enter into CSAs for Subscribed Capacity exceeding, in the aggregate, one hundred percent (100%) of the Contract Capacity; and Seller has not and will not enter into a CSA with any individual Customer for a Subscription exceeding 2 MW (except in the case of federal, state or local governments, schools or school districts, county offices of education, any of the California Community Colleges, the California State University or the University of California).
- (i) Seller and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term:
- (i) Seller shall have, at a minimum, one Subscribed Customer per MW of Contract Capacity;
  - (ii) The Metered Amounts qualify as Green-e® Energy eligible and are Green-e® Energy certified product;
  - (iii) The Subscription Information and Bill Credit Instructions required under Section 3.29 shall be accurate and complete; and
  - (iv) The Project complies with the requirements of the California Air Resources Board’s Voluntary Renewable Electricity Program.
- (j) Seller acknowledges that the Subscriptions it sells may be considered securities under federal or California law and, accordingly, Seller represents that it has retained its own legal counsel to provide advice on securities law matters.
- (k) With respect to the legal opinion delivered pursuant to Section 3.12(c)(xiv), Seller hereby represents and covenants that:
- (i) The lawyer primarily responsible for the issuance of the opinion has, within the last eight (8) years, practiced federal and California securities law as a significant portion of their practice (meaning at least five (5) full-time years), and such experience included registering or qualifying

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- offerings or sales of securities, effecting private placements of securities, and/or advising issuers or sellers of securities with respect to exemptions from qualification and registration requirements;
- (ii) The lawyer primarily responsible for issuance of the opinion is licensed to practice law in California and the lawyer's license is active and not under suspension; and
  - (iii) The law firm issuing the opinion carries a minimum of ten million dollars (\$10,000,000) in professional liability insurance coverage that includes coverage for securities practice.”.
48. A new Section 10.03(b)(ix) is added as follows:
- “(ix) Seller shall defend, hold harmless and indemnify Buyer and its parent company, subsidiaries, affiliates, and its and their directors, officers, employees, shareholders, successors, and assigns from any and all damages, losses, or liability (including reasonable attorney's fees) for any and all claims or causes of action arising from or in connection with Seller's Subscription Information and Bill Credit Instructions, subscriptions, bill credits, disputes, violations of Applicable Laws, misrepresentations made by Seller or Seller's contractors, agents, or representatives, claims relating to securities laws, or Green-e® Energy certification, or loss thereof.”.
49. Section 10.04(a) is amended by adding the following new sentence at the end thereof: “In the case of an assignment of this Agreement by Seller, the assignee must assume the rights and obligations of the Seller under each CSA.”.
50. Section 10.09(d) is amended by adding the following new sentence at the end thereof: “No Customer or any other third party shall be a third party beneficiary of this Agreement.”.
51. A new section 10.09(r) is added as follows:
- “(r) Nothing contained in this Agreement shall be construed as creating any relationship whatsoever between Buyer and Seller, including that of partners, coemployment, or joint venture parties.”.
52. Section 10.10(a)(vii) is amended by adding the words “Green-e® Energy,” after the words “CPUC, CEC, FERC,”.
53. Section 10.14 is deleted and replaced with the following:

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“Except as specifically provided in this Agreement, any outstanding and past due payment amounts owing and unpaid by either Party under the terms of this Agreement, excluding bill credits to Customers, will be eligible to receive a Late Payment Simple Interest calculated using the Interest Rate for the number of days between the date due and the date paid.”.

54. Section 10.15 is amended by adding the phrase “, issuing bill credits to Customers,” after the phrase “made by wire transfer”.

55. Exhibit A is amended to delete the following defined terms:

“Accepted Compliance Costs”,  
“Compliance Actions”,  
“Compliance Expenditure Cap”, and  
“TOD Period Product Payment”.

56. The definition of “CAISO Approved Meter” in Exhibit A is deleted and replaced with the following: “CAISO Approved Meter” means a CAISO approved revenue quality meter or meters, CAISO approved data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, all electric energy produced by the Generating Facility less Station Use *[and Site Host Load]* {SCE Comment: For DERs with Excess-Sales only}.

57. The definition of “Curtailed Product Payment” in Exhibit A is amended by inserting the words “or bill credits” after the phrase “the sum of all payments”.

58. The definition of “Demonstrated Contract Capacity” is deleted and replaced with the following:

“Demonstrated Contract Capacity” means the Generating Facility’s total rated electric alternating current energy generating capacity, which will equal the sum of each DER Demonstrated Contract Capacity.

59. The definition of “Demonstrated Installed DC Rating” is deleted and replaced with the following:

“Demonstrated Installed DC Rating” means the sum of each DER Demonstrated Installed DC Rating.  
*[SCE Comment: DER Solar Photovoltaic only.]*

60. The definition of “Generating Facility” in Exhibit A is deleted and replaced with the following:

*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

“Generating Facility” means all of Seller’s Distributed Energy Resource(s), which when taken together constitute Seller’s Distributed Energy Resource Aggregation.

61. The definition of “Lost Output” in Exhibit A is deleted and replaced with the following:

“Lost Output” means the reduction in Qualified Amounts over the relevant measurement period that the Generating Facility was available to produce and could reasonably have been expected to deliver, as reasonably determined by SCE, but was not delivered due to a Lost Output Event.

62. The definition of “Operate”, “Operated”, “Operating” or “Operation” in Exhibit A is deleted and replaced with the following:

“Operate”, “Operated”, “Operating” or “Operation” means to provide (or the provision of) all the operation, engineering, purchasing, repair, supervision, training, inspection, testing, protection, use, management, improvement, replacement, refurbishment, retirement, and maintenance activities associated with operating each Distributed Energy Resource in accordance with Prudent Electrical Practices.

63. The definition of “Paid Curtailed Product” in Exhibit A is amended by inserting the words “or provide bill credits to Customer(s),” after the phrase “SCE is obligated to pay Seller”.

64. The definition of “Product Price” in Exhibit A is deleted and replaced with the following:

“Product Price” means the Subscribed Product Price or the Unsubscribed Product Price, as applicable.

65. The definition of “Site” is deleted and replaced with the following:

“Site” means the real property on which the Distributed Energy Resources constituting the Generating Facility are, or will be located, as further described in Section 1.01(b) and Exhibit B [*but excluding (a) that portion on which the Other Generating Facility is, or will be, located, as further described in Exhibit B, and (b) the Shared Facilities Area*].  
{SCE Comment: *only applicable to projects that utilize Shared Facilities.*}

66. The definition of “Station Use” is deleted and replaced with the following:

“Station Use” means:

- (a) The electric energy produced by each Distributed Energy Resource that is used within each Distributed Energy Resource to power the lights, motors, control systems and other electrical loads that are necessary for Operation; and

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- (b) The electric energy produced by each Distributed Energy Resource that is consumed within each Distributed Energy Resource electric energy distribution system as losses.

67. The definition of “Telemetry System” is deleted and replaced with the following:

“Telemetry System” means a system of electronic components that interconnects the Distributed Energy Resource Aggregation, GMS and the CAISO as set forth in Section 3.08(e).

68. The definition of “Term Year” in Exhibit A is deleted and replaced with the following: “Term Year” means a twelve (12) month period beginning on the Commercial Operation Date and each successive twelve (12) month period thereafter.

69. The definition of “Transmission Provider” is deleted and replaced with the following:

“Transmission Provider” means any entity or entities responsible for the interconnection of each Distributed Energy Resource with a Control Area or transmitting the Metered Amounts on behalf of Seller from each Distributed Energy Resource to the Delivery Point.

70. Exhibit A is amended to add the following new defined terms:

“CAISO Approved DER Meter” means: (i) the meter that (a) is dedicated solely to a particular Distributed Energy Resource, (b) provides Settlement Quality Meter Data of such Distributed Energy Resource, (c) can be aggregated to the level of the Distributed Energy Resource Aggregation, and (d) which complies with any CAISO requirements, if applicable; and (ii) the data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, all electric energy produced by each Distributed Energy Resource, less Station Use *[and Site Host Load] {SCE Comment: for DERs with Excess-Sales only}*.

“California Air Resources Board’s Voluntary Renewable Electricity Program” means the voluntary program to reduce GHG emissions under the California Cap-and-Trade Program as set forth in 17 C.C.R. Sections 95841 and 95831.

“CCA Code of Conduct” means the code of conduct adopted by the CPUC related to interactions with community choice aggregators, pursuant to Senate Bill 790 and as set forth in decision D.12-12-036.

“CR” has the meaning set forth in the preamble.

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“CR Tariff” means that tariff available to customers of Buyer, between Buyer and customer, such that customers may become a Customer of Seller’s Generating Facility.

“Customer” means a customer of Buyer who takes bundled services from Buyer including having all its power requirements purchased by Buyer, and who has signed up under the CR Tariff to receive benefits from Seller’s Generating Facility.

“Customer-Seller Agreement” or “CSA” means that agreement to be executed between Customer and Seller in order for Customer to Subscribe to Seller’s Generating Facility, which shall be subject to those requirements set forth within Section 3.34 of this Agreement. Buyer shall not be a party to the Customer-Seller Agreement.

“Default Load Aggregation Point” or “DLAP” has the meaning set forth in the CAISO Tariff.

“Default Load Aggregation Point Price” or “DLAP Price” means the hourly Integrated Forward Market Default Load Aggregation Point Locational Marginal Price as determined by the CAISO for the Buyer’s applicable CAISO Transmission Access Charge Area.

“DER Contract Capacity” means for each DER Site, the lesser of (i) the amount of electric energy generating capacity, set forth in numeric order in Section 1.01(h), that Seller commits to install at such DER Site and (ii) the DER Demonstrated Contract Capacity for such DER Site.

“DER Demonstrated Contract Capacity” means the total rated electric alternating current energy generating capacity of a particular Distributed Energy Resource

, which will equal the sum of the Inverter Block Unit Capacity of all Inverter Block Units of such Distributed Energy Resource, as determined in accordance with Exhibit J.

*{SCE Comment: DERs that are Solar Photovoltaic only.}*

, which will equal the sum of the manufacturer’s nameplate ratings of all installed Wind Turbines of such Distributed Energy Resource, consistent with Prudent Electrical Practices and accepted industry standards, as indicated on the nameplates physically attached to the individual Wind Turbine generators, as determined in accordance with Exhibit J.

*{SCE Comment: DERs that are Wind only.}*

, which will equal the sum of the Metered Amounts attributable to such Distributed Energy Resource for the Demonstration Hour, as determined in accordance with Exhibit J.

*{SCE Comment: All other DER technologies.}*

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“DER Demonstrated Installed DC Rating” means the sum of the Photovoltaic Module DC Ratings for all Photovoltaic Modules of a particular Distributed Energy Resource actually installed at the applicable DER Site and verified by SCE pursuant to Exhibit J. *{SCE Comment: DERs that are Solar Photovoltaic only.}*

“DER Installed DC Rating” means for each DER Site, the lesser of (i) the amount of direct current electric energy generating capacity, set forth in numeric order in Section 1.01(i), that Seller commits to install at such DER Site, and (ii) the DER Demonstrated Installed DC Rating, expressed in kW<sub>PDC</sub> associated with such DER Site. *{SCE Comment: For DERs that are Solar Photovoltaic only.}*

“DER Site” means the real property on which a particular Distributed Energy Resource is, or will be located, as further described in numeric order in Section 1.01(b) and Exhibit B. *{SCE Comment: For DERs only.}*

“DER Telemetry System” means a system of electronic components that interconnects each Distributed Energy Resource to the Distributed Energy Resource Aggregation, as set forth in Section 3.08(e). *{SCE Comment: For DERs only.}*

“Disclosure Documents” means those disclosure documents required by Green-e® Energy to be provided by Seller to Customers and potential Customers, as they may be amended, supplemented or replaced from time to time, as set forth on the Green-e® Energy website at [http://green-e.org/verif\\_docs.html](http://green-e.org/verif_docs.html), or successor thereof.

“Distributed Energy Resource(s)” or “DER(s)” means each of Seller’s newly constructed electric generating facilities, which have never generated electricity before the Commercial Operation Date, except for testing pursuant to this Agreement, each as more particularly described in Exhibit B, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at each facility, *[and, with respect to the Shared Facilities, Seller’s interests in such Shared Facilities]* excluding each DER Site, land rights and interests in land, and as further defined in the CAISO Tariff. *{SCE Comment: Bracketed language only applicable to projects that have Shared Facilities.}*

“Distributed Energy Resource Aggregation” means the aggregation of each of Seller’s Distributed Energy Resources, and as further described in the CAISO Tariff.

“Distributed Energy Resource Provider” has the meaning set forth in the CAISO Tariff.

“Distributed Energy Resource Provider Agreement” has the meaning set forth in the CAISO Tariff.

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“Expected Annual Site Host Load” has the meaning set forth in Section 1.01(i).  
*{SCE Comment: DERs with Excess-Sales Only.}*

“FTC” means the Federal Trade Commission.

“FTC Green Guides” means those guiding documents published on the FTC website intended to provide guidance on (1) general principles applicable to environmental marketing claims, (2) how consumers are likely to interpret particular claims and how marketers can substantiate these claims, and (3) how marketers can qualify their claims to avoid deceiving customers.

“Generation Distribution Factor” has the meaning as set forth in the CAISO Tariff.

“Green-e® Energy” means the national certification program for renewable energy administered by the Center for Resource Solutions, as such program may be amended, supplemented or otherwise changed from time to time, and about which information can be found at <http://www.green-e.org>, or successor thereof.

“Green-e® Energy Code of Conduct” means the code of conduct published by Green-e® Energy that outlines the requirements for consumer protection and environmental standards, and which can be found at <http://www.green-e.org>, or successor thereof.

“GTSR” has the meaning set forth in the preamble.

“GTSR-CR Decisions” means the CPUC Decisions promulgated pursuant to Senate Bill 43, including Decisions 15-01-051, 16-05-006, and any other existing or future ruling, decision, or regulation related to GTSR enacted, adopted or promulgated by any applicable Governmental Authority.

“GTSR CR Rider” has the meaning set forth in the preamble.

“Integrated Forward Market” has the meaning as set forth in the CAISO Tariff.

“Master File” has the meaning set forth in the CAISO Tariff.

“Minimum Subscription Requirement” has the meaning set forth in Exhibit E.

“PURPA” means the Public Utility Regulatory Policies Act of 1978, Public Law, 95617, as amended from time to time.

“Qualifying Facility” means an electric energy generating facility that complies with the qualifying facility definition established by PURPA and any FERC rules as amended from time to time (18 Code of Federal Regulations Part 292, Section 292.203 et seq.) implementing PURPA and, to the extent required to obtain or maintain Qualifying

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Facility status, is self-certified as a Qualifying Facility or is certified as a Qualified Facility by FERC.

“Renewable Energy Credit Market Price” means \$10/MWh.

“Settlement Quality Meter Data” has the meaning set forth in the CAISO Tariff.

“Site Host” means the person, persons, or other entity purchasing or otherwise using the Site Host Load or thermal energy output from each Distributed Energy Resource.

*{SCE Comment: For DERs with Excess-Sales only.}*

“Site Host Load” means the electric energy produced by or associated with each Distributed Energy Resource that serves electrical loads (that are not Station Use) of Seller or one or more third parties conducted pursuant to California Public Utilities Code Section 218(b).

*{SCE Comment: For DERs with Excess-Sales only.}*

“Subscribed Capacity” means the aggregate Subscription level of all Customers with Subscriptions to the Generating Facility for each month.

“Subscribed Delivered Energy” means that portion of the Qualified Amounts equal to the product of (a) the sum of Qualified Amounts minus (i) any electric energy produced by the Generating Facility for which SCE is not obligated to pay Seller as set forth in Section 4.01(e), in kWh, and minus (ii) any electric energy produced by the Generating Facility as set forth in Section 1.05(c)(ii), in kWh, in all hours for the TOD Period being calculated, measured in kWh; and (b) the quotient of the Subscribed Capacity divided by the Contract Capacity.

“Subscribed Product Price” has the meaning set forth in Section 1.05.

“Subscription”, “Subscribe”, “Subscribed” and other grammatical variations thereof means:

- (a) In the case of a capacity-based subscription business model employed in the CSA, the subscription that a Customer has signed up for, expressed in kW.
- (b) In the case of an energy-based subscription business model employed in the CSA, the monthly subscription that a Customer has signed up for (expressed in kWh/month), multiplied by the Contract Capacity (expressed in kW), divided by the Expected Annual Net Energy Production (expressed in kWh/year), multiplied by 12 months/year, the product of which shall be equal to the Subscription of the Customer, expressed in kW.

Example: Customer energy subscription (kWh/month) x Contract Capacity (kW) x 12 (months/year) / Expected Annual Net Energy Production (kWh/year) = Subscription (kW).

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“Subscription Information and Bill Credit Instructions” means the information required to be provided by Seller to Buyer in accordance with Section 3.29 and as set forth in the form provided in Exhibit P.

“Unsubscribed Capacity” means the Contract Capacity minus the Subscribed Capacity for each billing month.

“Unsubscribed Delivered Energy” means that portion of the Qualified Amounts equal to the product of (a) the sum of Qualified Amounts, in all hours for the TOD Period being calculated, measured in kWh, and (b) the quotient of the Unsubscribed Capacity divided by the Contract Capacity.

“Unsubscribed Product Price” has the meaning set forth in Section 1.05.

71. Section 2(f) of Exhibit D is amended to delete the first paragraph and replace it with the following:

If Seller is Forecasting electric energy, in accordance with SCE’s instructions, and Seller learns of any change in the total electrical energy output of the Generating Facility for a period covered by the most recent Forecast update resulting from any cause, including an unplanned outage, before the time that the next weekly update of the Forecast is due which results in variance in expected energy in any hour of plus (+) or minus (-) three percent (3%) from the energy reported in the most recent Forecast update, Seller shall provide an updated Forecast to SCE. This updated Forecast must be submitted to SCE by no later than:  
*{SCE Comment: For Full Buy-Sell only.}*

If Seller is Forecasting electric energy, in accordance with SCE’s instructions, and Seller learns of any change in the excess electrical energy output of the Generating Facility for a period covered by the most recent Forecast update resulting from any cause, including an unplanned outage or Site Host Load changes, before the time that the next weekly update of the Forecast is due which results in variance in expected energy in any hour of plus (+) or minus (-) three percent (3%) from the energy reported in the most recent Forecast update, Seller shall provide an updated Forecast to SCE. This updated Forecast must be submitted to SCE by no later than:  
*{SCE Comment: For DER with Excess-Sales only.}*

72. Exhibit E is deleted in its entirety and replaced with a new Exhibit E, as attached hereto.
73. Exhibit J-1 and Exhibit J-2 are deleted and replaced with the Exhibit J-1 and Exhibit J-2 respectively, attached hereto.

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74. Exhibit K-1, Exhibit K-2, Exhibit K-3, and Exhibit K-4 are deleted and replaced with a new Exhibit K, as attached hereto.
75. Exhibit O-1, Exhibit O-2a, and Exhibit O-2b are each amended to delete the first sentence and replace it with the following:

“Pursuant to Section 3.08(f), Seller shall install and maintain a minimum of one (1) stand-alone meteorological equipment station for DER Site or for each one (1) square mile (or portion thereof) of each DER Site.”.
76. A new Exhibit P, as attached hereto, is added to the exhibits after Exhibit O.
77. A new Exhibit Q-1, as attached hereto, is added to the exhibits after Exhibit P.
78. A new Exhibit Q-2, as attached hereto, is added to the exhibits after Exhibit Q-1.
79. MISCELLANEOUS
  - (a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.
  - (b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect. Each of the Parties hereby represents and warrants that the representations contained in the Agreement are true on and as of the date hereof as if made by the Party on and as of said date.
  - (c) Governing Law. THIS GTSR CR RIDER AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS GTSR CR RIDER.
  - (d) Successors and Assigns. This GTSR CR Rider shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
  - (e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this GTSR CR Rider on behalf of such Party and to bind such Party to this GTSR CR Rider. Any written notice required to be given under the terms of this GTSR CR Rider

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shall be given in accordance with the terms of the Agreement.

- (f) Effective Date. This GTSR CR Rider shall be deemed effective as of the Execution Date (the “GTSR CR Rider Effective Date”).
- (g) Further Agreements. This GTSR CR Rider shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
- (h) Counterparts; Electronic Signatures. This GTSR CR Rider may be executed in one or more counterparts, each of which will be deemed to be an original of this GTSR CR Rider and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this GTSR CR Rider and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this GTSR CR Rider as to the Parties and may be used in lieu of the original GTSR CR Rider for all purposes.

*[Remainder of Page Left Intentionally Blank.]*

RAP ID # [Number], [Name of Seller]

IN WITNESS WHEREOF, the Parties hereto have caused this GTSR CR Rider to be executed as of the Execution Date.

<b>[SELLER],</b> a <b>[State and form of incorporation]</b> .
By: _____
<b>[Name]</b> <b>[Title]</b>

<b>SOUTHERN CALIFORNIA EDISON COMPANY,</b> a California corporation.
By: _____
<b>[Name]</b> <b>[Title]</b>

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**EXHIBIT E***Payments and Invoicing***1. COST RESPONSIBILITY, INVOICING AND PAYMENTS UPON COMMENCEMENT OF THE TERM****1.01 Cost Responsibility Upon Commercial Operation.****(a) SCE Cost Responsibility.**

Upon the Commercial Operation Date and for the remainder of the Term,

- (i) Except under the circumstances set forth in Section 4.01(e), SCE shall make monthly Product Payments to Seller and issue bill credits to Customers for Product delivered to SCE calculated in the manner described in Section 1.02 below and Exhibit M;
- (ii) Except as set forth in Exhibit M and Section 1.01(b) of Exhibit E, SCE shall be responsible for all CAISO Costs and CAISO Sanctions and have the right to receive all CAISO Revenues;

(iii) To the extent that SCE requires Seller to participate in the PIRP/EIRP program, SCE shall be responsible for PIRP/EIRP forecasting fees.  
*{SCE Comment: For Intermittent Only.}*

**(b) Seller Cost Responsibility.**

Upon the Commercial Operation Date and for the remainder of the Term:

(i) If Seller fails to comply with the Forecasting provisions set forth in Exhibit D, Seller shall pay an SCE Penalty as set forth in Exhibit M.  
*{SCE Comment: Intermittent only.}*

- (ii) Seller shall be responsible for CAISO Costs and CAISO Sanctions, under the circumstances specified in Section 4.01(e) *[and RA Deficit Payments under the circumstances specified in Section 3.02] {SCE Comment: Only applicable if Seller has chosen the option to make RA Deficit Payments.}*.
- (iii) Seller shall be responsible for Negative LMP Costs, if applicable, as set forth in Section 1.05(c)(i).
- (iv) Seller shall be responsible for CAISO Costs and CAISO Sanctions and shall receive CAISO Revenues under the circumstances specified in Section 1.05(c)(ii).
- (v) Seller shall make monthly payments calculated in the manner described in Section 1.02 below and Exhibit M.
- (vi) Seller shall be responsible for any and all CAISO charges, CAISO Costs and CAISO Sanctions under the circumstances specified in Section 1.05(d) and 4.01(h).

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1.02 Product Payment Calculations After Commercial Operation Date.

For the purpose of calculating monthly payments and issuing bill credits to Customers for Product delivered to SCE as of the Commercial Operation Date in accordance with the terms of this Agreement (“Product Payments”), Qualified Amounts will be time-differentiated according to the TOD Periods set forth in Exhibit I, the pricing will be weighted by the Product Payment Allocation Factors set forth in Exhibit I, and:

- (i) if the quotient of the billing month’s average Subscribed Capacity divided by the Contract Capacity is greater than the minimum Subscription level required for the corresponding billing month as specified in the table below (“Minimum Subscription Requirement”), then: (a) payment for Subscribed Delivered Energy shall be calculated pursuant to the GTSR-CR Decisions and shall be applied as a bill credit to Customers, and (b) payment for Unsubscribed Delivered Energy shall be calculated using the Subscribed Product Price, and shall be paid to Seller, net any amounts owed; and
- (ii) if the quotient of the billing month’s average Subscribed Capacity divided by the Contract Capacity is less than the applicable Minimum Subscription Requirement, then: (a) payment for Subscribed Delivered Energy shall be calculated pursuant to the GTSR-CR Decisions and shall be applied as a bill credit to Customers, and (b) payment for Unsubscribed Delivered Energy shall be paid to Seller and shall be calculated using the lesser of the Unsubscribed Product Price and Subscribed Product Price, and shall be paid to Seller, net any amounts owed.

<b>Years of Operation</b>	<b>Minimum subscription level for purposes of calculating the Minimum Subscription Requirement</b>
First Term Year	45%
Second Term Year	70%
Third Term Year	90%
Fourth Term Year through the remainder of the Delivery Term	95%

Monthly Product Payments will equal the sum of (i) the sum of the monthly payments for all TOD Periods in the month and (ii) the Curtailed Product Payment. Each monthly

payment will be calculated pursuant to the following formulas, where “n” is the TOD Period being calculated:

$$\text{SELLER'S PAYMENT}_n \text{ (if Minimum Subscription Requirement is met)} = A \times C \times (D - E - F) \times [(I - H)/I] + G$$

$$\text{SELLER'S PAYMENT}_n \text{ (if Minimum Subscription Requirement is not met)} = B \times (D - E - F) \times [(I - H)/I] + G$$

Where:

- A = Subscribed Product Price, in \$/kWh (i.e., \$/MWh/1000).
- B = The Unsubscribed Product Price in \$/kWh (i.e., \$/MWh/1000).
- C = Product Payment Allocation Factor for the TOD Period “n” being calculated.
- D = The sum of Qualified Amounts in all hours for the TOD Period “n” being calculated in kWh.
- E = Any electric energy produced by the Generating Facility for which SCE is not obligated to pay Seller as set forth in Section 4.01(e), in kWh.
- F = Any electric energy produced by the Generating Facility as set forth in Section 1.05(c)(ii), in kWh.
- G = The sum of all CAISO Revenues less the sum of all CAISO Costs and CAISO Sanctions, with respect to electric energy produced in all hours for the TOD Period “n” by the Generating Facility as set forth in Section 1.05(c)(ii).
- H = Subscribed Capacity.
- I = Contract Capacity.

Payments for Subscribed Delivered Energy shall be calculated pursuant to the GTSR-CR Decisions and shall be applied as a bill credit to Customers. Notwithstanding any other provision in this Agreement, in the event of any conflict or inconsistency between this GTSR CR Rider and the GTSR-CR Decisions regarding payment for Subscribed Delivered Energy as bill credits to Customers, the GTSR-CR Decisions shall control.

### 1.03 Payment During the Term.

For payments associated with Unsubscribed Delivered Energy, SCE shall, within ninety (90) days immediately following the end of each calendar month:

- (a) Issue a Payment Invoice to Seller, and upon request from Seller, Buyer shall include documentation supporting any SCE Penalties, Negative LMP Costs,

CAISO Costs, CAISO Sanctions, *[RA Deficit Payments pursuant to Section 3.02] {SCE Comment: FCDS projects only.}*, or other applicable revenues, charges and offsets which affected the net amount in the Payment Invoice; and

- (b) Send to Seller, via wire transfer or Automated Clearing House, SCE's payment of said net amount, less any applicable SCE Penalties, Negative LMP Costs, CAISO Costs, CAISO Sanctions, *[RA Deficit Payments pursuant to Section 3.02] {SCE Comment: FCDS projects only.}*, or other applicable charges or offsets plus, if such payment is late, a Late Payment Simple Interest calculated using the Interest Rate and the number of days that such payment is late.

Any amounts owed by Seller under this Agreement, including those set forth in Section 1.01(b) of this Exhibit E, shall not be included in Seller's Subscription Information and Bill Credit Instructions, but shall be included in amounts payable directly to or from Seller, and such amounts shall be paid in the form of bill credits and will not be eligible to receive a Late Payment Simple Interest if such bill credits are issued to Customer late, as a result of recomputation, error, or resolution of a disputed amount.

The Parties acknowledge that data necessary to calculate certain payment obligations of SCE and Seller under this Agreement may not be available at the time SCE issues the Payment Invoice with respect to a particular month. Any such payment obligations, shall be included in a subsequent Payment Invoice issued to Seller on or before the last Business Day of the month following the month that is the later of (i) one hundred and twenty (120) days following the last day of the calendar month to which the data relates or (ii) thirty (30) days after the relevant CAISO final settlement data is available to SCE.

#### 1.04 Recomputation and Payment Adjustments.

- (a) If Seller or SCE determines that a calculation of Qualified Amounts, Metered Amounts, CAISO Revenues, Negative LMP Costs, CAISO Costs, CAISO Sanctions, *[RA Deficit Payments] {SCE Comment: FCDS projects only.}*, Subscribed Delivered Energy, Unsubscribed Delivered Energy, or SCE Penalties is incorrect as a result of inaccurate meters, the correction of data by the CAISO in OMAR, or a recalculation of CAISO Sanctions or other amounts owing between the Parties, Customer, Seller or SCE, as the case may be, shall promptly recompute the Qualified Amounts, Metered Amounts, CAISO Revenues, Negative LMP Costs, CAISO Costs, CAISO Sanctions, *[RA Deficit Payments] {SCE Comment: FCDS projects only.}*, SCE Penalties Subscribed Delivered Energy, Unsubscribed Delivered Energy, or other amounts for the period of the inaccuracy based upon an adjustment of inaccurate meter readings, correction of data or recalculation of CAISO Sanctions in accordance with the CAISO Tariff and any payment or bill credit affected by the adjustment or correction.

- (b) Adjustment of Payment.

Any amount due from SCE to Seller, or Seller to SCE, or any bill credit from SCE to Customer, as the case may be, will be made as an adjustment to the next

monthly Payment Invoice or bill credit that is calculated after Seller's or SCE's recomputation using corrected measurements.

If the recomputation results in a net amount owed to SCE after applying any amounts owing to Seller or bill credits to Customer as shown on the next monthly Payment Invoice, any such amount owing to SCE will at SCE's discretion be netted against amounts owed to Seller or against bill credits owed to Customer in any subsequent monthly Payment Invoice or bill credits or separately invoiced to Seller, in which case Seller must pay the amount owing to SCE within twenty (20) days after receipt of that invoice.

SCE may make payment adjustments arising from a recalculation of CAISO Revenues, CAISO Costs, Negative LMP Costs, CAISO Sanctions, *[RA Deficit Payments] {SCE Comment: Only applicable if Seller has chosen the option to make RA Deficit Payments.}*, SCE Penalties, Subscribed Delivered Energy, Unsubscribed Delivered Energy, or as a result of inaccurate meters after the end of the Term Year, *provided*, the Parties will be deemed to have waived any such payment adjustments which are not communicated as provided in this Section 1.04 of this Exhibit E within twelve (12) months after the end of the month in which the Payment Invoice was issued containing the error. Adjustment payments for meter inaccuracy will not bear interest.

#### 1.05 Netting Rights.

SCE reserves the right to net amounts that would otherwise be due to Seller under this Agreement in payment of any amounts:

- (a) Owing and unpaid by Seller to SCE under this Agreement; or
- (b) Owed to SCE by Seller arising out of, or related to, any other SCE agreement, tariff, obligation or liability.

Nothing in this Section 1.05 of this Exhibit E limits SCE's rights under applicable tariffs, other agreements or Applicable Law.

#### 1.06 Audit Rights.

Buyer, or its designee, shall have the right, at its sole expense and during normal working hours following Buyer's Notice, to audit the documents, records or data of Seller to the extent reasonably necessary to verify the accuracy of any statement, claim, charge or calculation made pursuant to this Agreement. Seller shall promptly comply with any Buyer Notice under this Section 1.06 of Exhibit E and provide copies of or access to documents, records or data to Buyer. The rights and obligations hereunder shall survive the termination of this Agreement for a period of five (5) years.

## 2. **PAYMENT ERRORS**

### 2.01 Notice of Error in Payment.



Except as provided in Section 1.04 of this Exhibit E, if within forty-five (45) days after receipt of SCE's Payment, Seller does not give SCE Notice of an error in the payment amount or bill credit, then Seller will be deemed to have waived any error in the payment.

## 2.02 Reimbursement for Underpayments and Overpayments.

If Seller identifies a payment error in Seller's favor and SCE agrees that the identified error occurred, SCE shall reimburse Seller or Customer for the amount of the underpayment caused by the error and apply the additional payment or bill credit to the next monthly Payment Invoice that is calculated.

If Seller identifies a payment error in SCE's favor and SCE agrees that the identified error occurred, SCE may net the amount of overpayment caused by the error against amounts otherwise owed to Seller or to Customer in connection with the next monthly Payment Invoice or bill credit that is calculated.

## 2.03 Late Payments.

Late payments to Seller resulting from SCE's errors, or overpayments to Seller by SCE, will include a Late Payment Simple Interest calculated using the Interest Rate and the number of days between the date due (or, in the case of overpayments by SCE, commencing five (5) Business Days from the date SCE provides Notice of such overpayments to Seller) and the date paid; *provided*, changes made because of settlement, audit or other information provided by the CAISO and not available to SCE when SCE rendered its original Payment Invoice will not bear interest.

## 2.04 Netting after Recomputation.

If the recomputation for an error results in a net amount still owing to SCE after applying the amounts owed to SCE against any amounts owed to Seller in the Payment Invoice or to Customers in bill credits, as described above, then SCE may, in its discretion, either net this net remaining amount owed to SCE against amounts owed to Seller in any subsequent monthly Payment Invoice to Seller or bill credits to Customers, or in the case of Seller invoice Seller for such amount, in which case Seller must pay the amount owing to SCE within twenty (20) days after receipt of such invoice.

## 2.05 Resolution of Disputes.

The Parties shall negotiate in good faith to resolve any disputes regarding claimed errors in a Payment. Any disputes which the Parties are unable to resolve through negotiation may be submitted for resolution through the mediation and arbitration as provided in Article Twelve. Upon resolution of the Dispute, any required payment or bill credit shall be made within ten (10) Business Days of such resolution, and in the case of a payment only shall include a Late Payment Simple Interest calculated using the Interest Rate from and including the due date but excluding the date paid.

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\*\*\* End of Exhibit E \*\*\*

**EXHIBIT J-1***Procedure for Demonstration of Contract Capacity*

\*\*\*SCE Comment: For Intermittent only.\*\*\*

1. Seller's Notice of Demonstration Date.

Seller shall provide at least thirty (30) days prior Notice to SCE of the date selected by Seller ("Demonstration Date"), which Demonstration Date shall be no later than thirty (30) days following the Commercial Operation Date, during which Seller intends to demonstrate the Contract Capacity *and the DER Contract Capacity*. Upon SCE's request, Seller shall make reasonable efforts to reschedule the Demonstration Date.

2. Demonstration of Contract Capacity, DER Contract Capacity, [Installed DC Rating, and DER Installed DC Rating] [SCE Comment: For Solar Photovoltaic DERs].

SCE shall complete a site visit on the Demonstration Date to verify that the Generating Facility was developed in accordance with the Generating Facility and Site Description set forth in Exhibit B and to determine the Demonstrated Contract Capacity, the DER Demonstrated Contract Capacity, *[the Demonstrated Installed DC Rating, and the DER Demonstrated Installed DC Rating] [SCE Comment: For DERs that are Solar Photovoltaic]*. In order to determine the Demonstrated Contract Capacity, SCE shall sum each of the DER Demonstrated Contract Capacities. In order to determine each DER Demonstrated Contract Capacity, SCE shall calculate the total nameplate rating for the generating equipment that is installed at each DER Site.

\*\*\* End of EXHIBIT J \*\*\*

*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

*GTSR CR Rider Exhibit J Procedure for Demonstration of Contract Capacity and Partial or Full Return of Development Security*

**EXHIBIT J-2**

*Procedure for Demonstration of Contract Capacity*

**\*\*\*SCE Comment: For Baseload only.\*\*\***

1. Seller’s Notice of Demonstration Hour.

Seller shall provide Notice to SCE of the date and hour selected by Seller, which hour must have occurred within thirty (30) days following the Commercial Operation Date, during which Seller claims it has demonstrated the applicable Contract Capacity and DER Contract Capacity (“Demonstration Hour”).

2. Demonstration of Contract Capacity.

- (a) Unless SCE provides timely Notice to Seller that additional days are required to substantiate data, SCE shall, within thirty (30) days after Seller’s Notice of the Demonstration Hour, retrieve interval data downloaded from the CAISO Approved Meter or Check Meter for the twelve (12) hour periods before and after the Demonstration Hour; and
- (b) SCE may, at its sole discretion, complete a site visit within thirty (30) days after SCE’s receipt of Seller’s Notice of the Demonstration Hour to verify that the Generating Facility and each Distributed Energy Resource was developed in accordance with the Generating Facility and Site Description set forth in Exhibit B.

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**\*\*\* End of EXHIBIT J \*\*\***

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*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

**EXHIBIT K-1***Lost Output*

Lost Output, as used in Section 3.21, shall be estimated by Seller in accordance with the procedures described in this Exhibit K.

Seller shall (i) collect the measurement data and perform the engineering calculations specified below in one (1) or more Microsoft Excel Workbooks (the “Lost Output Workbook”) provided in a form and naming convention approved by SCE and (ii) electronically send the Lost Output Workbook to an address provided by SCE.

SCE shall have the right to verify all data by inspecting measurement instruments and reviewing Generating Facility Operating records.

Seller shall update the Lost Output Workbook each month and shall include the latest revision of the Lost Output Workbook with its monthly Lost Output Report.

1. Log of Lost Output Events.

The log of Lost Output Events must be created on a single, dedicated worksheet that is arranged with:

- (a) One (1) column for a unique Lost Output Event number;
- (b) One (1) column for the Term Year number;
- (c) One (1) column identifying the particular Distributed Energy Resource for which the event occurred;
- (d) One (1) column identifying the particular DER Site for which the event occurred;
- (e) One (1) column for the start date;
- (f) One (1) column for the start time;
- (g) One (1) column for the end date;
- (h) One (1) column for the end time;
- (i) One (1) column for the duration;
- (j) One (1) column for the cause;
- (k) One (1) column for the total of metered amounts associated with the Distributed Energy Resource for which the event occurred during all of the Settlement Intervals of the Lost Output Event;
- (l) One (1) column for the total of Seller’s estimate of the Lost Output during all of the Settlement Intervals of the Lost Output Event;

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RAP ID #[Number], [Name of Seller]

- (m) One (1) column for a percentage calculated by *dividing* the preliminary results set forth in Item 1(l) of this Exhibit K by the Metered Amounts set forth in Item 1(k) of this Exhibit K; and
- (n) One (1) row for each Lost Output Event.

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\*\*\* End of Exhibit K \*\*\*

**Exhibit P  
Subscribed Customer Reporting Form**

*Customer Subscription details are to be provided 60 days prior to the Commercial Operation Date, and afterwards, on a monthly basis to Buyer in the form attached below. Note that Seller should only fill out either the “Capacity Subscribed (kW)” or the “Load Subscribed (kWh)” column. The appropriate column shall be dictated by the business model being employed by Seller pursuant to the CSA.*

Name	Service Address	SCE service account number	Capacity Subscribed (kW)	Load Subscribed (kWh)	Load Served (kW)

\*\*\* End of Exhibit P \*\*\*

**EXHIBIT Q-1**  
**QF Efficiency Monitoring Program – Cogeneration Data Reporting Form**

**[PrevYear]**

**I. Name and Address of Project**

Name: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 ID No.: \_\_\_\_\_ Generation Nameplate (KW): \_\_\_\_\_

**II. In Operation:** Yes  No

**III. Can your facility dump your thermal output directly to the environment?** Yes No

**IV. Ownership**

	Name	Address	Ownership (%)	Utility
1	_____	_____	_____	Y N
2	_____	_____	_____	Y N
3	_____	_____	_____	Y N
4	_____	_____	_____	Y N
5	_____	_____	_____	Y N

**V. [PrevYear] Monthly Operating Data**

- Indicate the unit of measure used for your Useful Thermal Energy Output if other than mBTUs:  
 BTUs \_\_\_\_\_ Therms \_\_\_\_\_ mmBTUs \_\_\_\_\_
- If Energy Input is natural gas, use the Lower Heating Value (LHV) as supplied by Gas Supplier.

	Useful Power Output (1) (kWh)	Energy Input (Therms)	Useful Thermal Energy Output (mBtu)
<b>J</b>			
<b>a</b>			
<b>n</b>			
<b>F</b>			
<b>e</b>			
<b>b</b>			
<b>M</b>			
<b>a</b>			
<b>r</b>			
<b>A</b>			
<b>p</b>			
<b>r</b>			
<b>M</b>			
<b>a</b>			
<b>y</b>			
<b>J</b>			
<b>u</b>			
<b>n</b>			

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RAP ID# [Number], [Seller's Name]

<b>J u l A u g S e p O c t N o v D e c Y e a r l y T o t a l</b>			

(1) Useful Power Output is the electric or mechanical energy made available for use from the facility.

\*\*\* End of Exhibit Q-1 \*\*\*

RAP ID# [Number], [Seller's Name]

**EXHIBIT Q-2**  
**Fuel Use Standards – Small Power Producer Data Reporting Form**

[PREVYEAR] ID No. \_\_\_\_\_

**I. Name and Address of Facility (“Project”)**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Generation Nameplate (KW): \_\_\_\_\_

**II. Primary Energy:**  Biomass  Waste  Solar  Other: \_\_\_\_\_

**III. Ownership**

	Name	Address	Ownership (%)	Utility
1	_____	_____	_____	Y N
2	_____	_____	_____	Y N
3	_____	_____	_____	Y N
4	_____	_____	_____	Y N
5	_____	_____	_____	Y N

**IV. [PrevYear] Monthly Operating Data**

	Useful Power Output (1) (kWh)	Primary Energy Source (2) (mBTU)	Supplementary Energy Source (3) (mBTU)	Total Energy Input (4) (mBTU)
<b>Jan</b>				
<b>Feb</b>				
<b>Mar</b>				
<b>Apr</b>				
<b>May</b>				
<b>Jun</b>				
<b>Jul</b>				
<b>Aug</b>				
<b>Sep</b>				
<b>Oct</b>				
<b>Nov</b>				
<b>Dec</b>				
<b>Total</b>				

- (1) Useful Power Output is the electric or mechanical energy made available for use from the facility.
- (2) The Primary Energy Source must be biomass, waste, renewable resources, or geothermal resources. Use Lower Heating Value (LHV)
- (3) The Supplementary Energy Source is the use of fossil fuel. Use Lower Heating Value (LHV)
- (4) Please use Total Energy Input to include all energy sources: primary, supplementary, and auxiliary power from outside the facility.

\*\*\* End of Exhibit Q-2 \*\*\*

The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.

**Attachment F**

**Clean copy of CR-RAM Rider (non-DERs)**

**GREEN TARIFF SHARED RENEWABLES (GTSR) COMMUNITY RENEWABLES (CR) PROGRAM PROJECT DEVELOPMENT RIDER AND AMENDMENT**

*to the*

**RENEWABLE POWER PURCHASE AGREEMENT**

*between*

**SOUTHERN CALIFORNIA EDISON COMPANY**

*and*

**[NAME OF SELLER]**

This Green Tariff Shared Renewables (“GTSR”) Community Renewables (“CR”) Program Project Development Rider and Amendment (“GTSR CR Rider”) to the Agreement (as that term is defined below) dated as of the GTSR CR Rider Effective Date (as that term is defined below) is entered into between Southern California Edison Company, a California corporation (“SCE”), and **[Name of Seller]**, a **[Legal Status of Seller]** (“Seller”). SCE and Seller are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used herein and not otherwise defined in this GTSR CR Rider shall have the meanings ascribed to such terms in the Agreement.

**RECITALS**

The Parties enter into this GTSR CR Rider with reference to the following facts:

- A. Concurrently herewith, SCE and Seller enter into that certain Renewable Power Purchase Agreement, (as amended from time to time, the “Agreement”), under which, among other things, Seller is willing to construct, own, and Operate a Generating Facility, which qualifies, or will qualify, as an ERR, and to sell the Product to SCE, and SCE is willing to purchase the Product from Seller, pursuant to the terms and conditions set forth in this Agreement.
  
- B. The Parties seek to modify the Agreement in order to incorporate provisions related to the GTSR-CR Decisions.

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*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

**AGREEMENT**

In consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree to amend the Agreement as follows:

1. The List of Exhibits is amended to add the following at the end thereof:  

“P. Subscribed Customer Reporting Form.”
2. Section 1.03(a) is deleted and replaced with the following:  

“Subject to any extensions made pursuant to Sections 3.06(d) or 5.03, and further subject to Section 1.03(c), the Commercial Operation Date must be no later than the date that is the first day of the month occurring thirty-six months after CPUC Approval (‘Commercial Operation Deadline’).”
3. Section 1.03(b) is deleted and replaced with the following:  

“Subject to Section 1.03(d), if Seller has not obtained Permit Approval on or before that date that is ninety (90) days before the first day of the month following the date that is thirty-six (36) months from the date of CPUC Approval, then, upon SCE’s receipt of Notice from Seller, which Notice must be provided at least sixty (60) days before the date that is thirty-six (36) months from the date of CPUC Approval, the Commercial Operation Deadline shall be extended six (6) months from the first day of the month following the date that is thirty-six (36) months from the date of CPUC Approval; *provided, however,* such extension shall not be given if the failure to obtain Permit Approval was as a result of Seller’s failure to take all commercially reasonable actions to apply for and meet all of its requirements and deadlines to obtain such Permit Approval.”
4. Section 1.05(a) is deleted and replaced with the following:  

“Subject to Sections 1.05(b) and 1.05(c)(i), the Product Price is: (i) *[Dollar amount text]* dollars (*[\$Number]*) per MWh, for Subscribed Delivered Energy, (the ‘Subscribed Product Price’); and (ii) for each TOD Period, the lesser of (x) the DLAP Price plus the Renewable Energy Credit Market Price, and (y) the Subscribed Product Price multiplied by the applicable Product Payment Allocation Factor, for Unsubscribed Delivered Energy (the ‘Unsubscribed Product Price’).”
5. Section 1.08 is deleted in its entirety and replaced with the following: “[Intentionally Omitted.].”
6. Section 2.02(b)(i) is amended to insert the phrase “that is the first calendar day of a month” after the words “the Commercial Operation Date shall be a date”.

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7. Sections 2.04(a)(xiii) and (xiv) are deleted and replaced with the following:
  - “(xiii) Seller’s obligations under Sections 3.01(d)(iv), 3.31, and 3.34; and
  - (xiv) The obligation of Seller to transfer Green Attributes associated with Product, in accordance with Section 3.01(b), for which SCE has paid the Product Price for or issued a bill credit for.”.
8. Section 2.04(b) is amended to add the phrase “lesser of the Subscribed Product Price and the Unsubscribed” to the second paragraph after the phrase “Capacity Attributes and Resource Adequacy Benefits to SCE at the” and before the words “Product Price”.
9. Section 3.01(d)(iv) is amended to delete the parenthetical “(which cost shall not be subject to the Compliance Expenditure Cap)”.
10. Section 3.03 is deleted and replaced with the following: “Throughout the Delivery Term, Seller shall not sell the Product (or any portion thereof) to any entity other than: (i) to SCE, and (ii) to Customers in accordance with the CSA.”.
11. New Sections 3.12(c)(xii), (xiii), and (xiv) are added as follows:
  - “(xii) Seller shall have delivered to Buyer no later than sixty (60) days prior to the anticipated Commercial Operation Date the Subscription Information and Bill Credit Instructions required under Section 3.29 containing the information required by such report;
  - (xiii) Buyer shall have confirmed in writing that it has verified, with respect to each Subscribed Customer listed in the Subscription Information and Bill Credit Instructions delivered pursuant to Section 3.12(c)(xii) that: (x) such Customer has enrolled in Buyer’s CR Tariff; and (y) the Subscription amount for such Customer (1) does not exceed one hundred twenty percent (120%) of such Customer’s forecasted annual load, as such load is reasonably determined by Buyer based on historical usage data, and (2) is projected to be an amount of energy per year equal to or greater than: (A) 100 kWh per month on average, calculated on an annual basis or (B) twenty five percent (25%) of such Customer’s load, or as otherwise required by Green-e® Energy; and
  - (xiv) Seller shall deliver to Buyer an original legal opinion, in form and substance acceptable to Buyer, and addressed to Buyer. The legal opinion shall state that the transactions between the Customers and Seller either (x) do not involve the offer or sale of ‘securities’ under California or federal law, or, (y) to the extent that such transactions involve the offer or sale of securities under California or federal law, the transactions (1) involve the offer or sale of securities that are registered under federal securities law and exempt from qualification under California securities law, (2) involve the offer or sale of securities that are

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registered under federal securities law and are qualified under California securities law, (3) involve the offer or sale of securities that are exempt from registration under federal securities law and are qualified under California securities law, or (4) involve the offer or sale of securities that are exempt from registration under federal securities law and exempt from qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to Buyer in its reasonable discretion. The Seller must submit to Buyer an attestation from an officer of Seller that the fact certificate provided by an officer of the Seller to the law firm issuing the legal opinion is true and complete and that Seller's business model with Customers is, and throughout the Delivery Term will be, as described in the legal opinion."

12. New Sections 3.29, 3.30, 3.31, 3.32, 3.33, and 3.34 are added as follows:

**“3.29 Subscription.**

Seller shall provide Buyer with Subscription Information and Bill Credit Instructions in the format set forth in Exhibit P (as such Exhibit P may be modified by the Buyer in its reasonable discretion to reflect updates to its business practices) setting forth, with respect to each of Seller's Customers for the Project, the information required in Exhibit P, such Subscription Information and Bill Credit Instructions to be delivered no later than sixty (60) days prior to the Commercial Operation Date and, thereafter, ten (10) Business Days after the first day of each calendar month, with respect to the prior calendar month. Following the Effective Date, Seller may include only Customers for the Project who are located in Buyer's then-current service territory on Seller's Subscription Information and Bill Credit Instructions. If Seller becomes aware of incorrect information contained in any current or previously submitted Subscription Information and Bill Credit Instructions, Seller shall provide Buyer with updated Subscription Information and Bill Credit Instructions. Buyer shall not be liable for any action it takes or fails to take based on incorrect information contained in inaccurate or incomplete Subscription Information and Bill Credit Instructions.

**3.30 Assignment of Payments.**

Throughout the Delivery Term, Seller shall assign the right to payments for Subscribed Delivered Energy to its Customers.

**3.31 Green-e® Energy.**

- (a) Throughout the Delivery Term, Seller shall:
- (i) Comply with the Green-e® Energy eligibility criteria, requirements and best practices as updated from time to time by Green-e® Energy;
  - (ii) Provide all forms, disclosures and other documentation required by

*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

- Buyer and its auditors in connection with the annual Green-e® Energy verification and audit;
- (iii) Provide to Buyer a copy of all annual Disclosure Documents that it provides to Customers;
  - (iv) Provide Buyer with a completed ‘Green-e® Energy Attestation From Generator Participating In A Tracking System’ form (or successor form available on Green-e® Energy’s website) promptly when required by Buyer; and
  - (v) Provide Buyer with Green-e® Energy host attestations as they are requested.
- (b) Throughout the Delivery Term and surviving expiration of the Agreement, Seller shall disclose information requested by Buyer or Green-e® Energy for Green-e® Energy certification, including but not limited to information related to:
- (i) Seller agreeing to provide Green-e® Energy certified resources to all Customers;
  - (ii) Seller agreeing to abide by Green-e® Energy requirements and best practices as specified on the Green-e® Energy website;
  - (iii) Ensuring that all marketing of and disclosures relating to the Project is accurate and in compliance with the FTC Green Guides, and Green-e® Energy requirements, the Green-e® Energy Code of Conduct, and best practices;
  - (iv) Seller maintaining a webpage with disclosures about the Project, Seller’s customer service contact information, and links to both Buyer’s CR webpage and the Green-e® Energy website;
  - (v) Providing completed Disclosure Documents to each potential Customer prior to signing a CSA with a customer and in a welcome packet distributed sixty (60) days prior to the Commercial Operation Date and annually thereafter (and in each case with a copy to Buyer), along with a statement that such Disclosure Documents are required by Green-e® Energy, which shall include, without limitation: (1) the amount of energy, in kWh, that Customer has been provided from the Project; (2) the price per kW or kWh; (3) the kW or kWh contracted for (option to also include percentage of Generating Facility’s output); (4) the Term; (5) the renewable resource mix; (6) the Generating Facility location; (7) Seller’s contact information; (8) a disclaimer stating that capacity does not guarantee a certain amount of output and output may vary (if selling in kW); (9) an estimated output in kWh for each Customer’s Subscription (if selling in kW); (10) the average kW needed to power a home in the region (if selling in kW); (11) Seller’s customer service contact information; (12) a

*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*



- link to Buyer's CR webpage; (13) all terms and conditions of Customer's Subscription; and (14) a statement that these disclosures are required by Green-e® Energy and information about Green-e® Energy certification and link to Green-e® Energy's website: [www.green-e.org/energy](http://www.green-e.org/energy); and
- (vi) Seller's compliance with Green-e® Energy's annual verification and audit.

### 3.32 Marketing Requirements.

Prior to the Effective Date and continuing throughout the Delivery Term: (a) Seller shall have complied with and shall continue to comply with SCE's marketing requirements, as set forth on SCE's website, at [www.on.sce.com/CRDevInfo](http://www.on.sce.com/CRDevInfo), or successor thereof, and as may be modified by SCE from time to time, and any Green-e® Energy eligibility criteria and requirements; (b) all marketing by Seller shall be accurate and in compliance with the FTC Green Guides; (c) any changes to the marketing plan or marketing materials shall be submitted to Buyer for review prior to Seller's use of such materials; and (d) Seller shall maintain an internet website dedicated to the Project containing disclosures about the Project as required by Green-e® Energy, including a link to Buyer's CR Tariff webpage, a link to the Green-e® Energy website, and customer service contact information.

### 3.33 California Air Resources Board's Voluntary Renewable Electricity Program.

Throughout the Delivery Term, the Seller shall ensure that the Project complies with the requirements of the California Air Resources Board's Voluntary Renewable Electricity Program and Seller shall provide Buyer with all documents necessary to enable Buyer to retire greenhouse gas allowances on behalf of Customers in compliance with the California Air Resources Board's Voluntary Renewable Electricity Program.

### 3.34 Customer-Seller Agreement.

Seller shall have a CSA with each Customer, which shall comply with the Green-e® Energy eligibility criteria and requirements, and Seller shall be required to include the following provisions in each CSA:

- (a) An outline detailing the program structure of the CR Tariff, including the bill credit mechanism and a statement that Buyer is not a party to, or third party beneficiary of, the CSA or the transactions between Seller and Customer, other than as a conduit for bill credits pursuant to Seller's Subscription Information and Bill Credit Instructions;

- (b) The benefits and risks to Customer of subscribing to the Project, including any termination of the Agreement or termination fees that may be assessed by Seller or Buyer, and that Customer should not expect to receive bill credits in excess of the amount of consideration it provides to Seller under the CSA;
- (c) Customer acknowledgment of the risks associated with participating in wholesale energy markets;
- (d) Customer acknowledgment that it should not have any expectation of profits in deciding to enter into the CSA;
- (e) Customer acknowledgment that it will only receive bill credits to the extent the Project actually generates Qualified Amounts and Seller provides the correct Subscription Information and Bill Credit Instructions to Buyer as specified in Section 3.29;
- (f) The CSA will automatically terminate upon termination or expiration of this Agreement;
- (g) Customer acknowledgment that Buyer is not an issuer or underwriter under California or federal securities laws with respect to the Project, and that Buyer is not making an offer to sell or selling any securities whatsoever;
- (h) All disputes (including those related to bill credits) will be handled between the Seller and Customer pursuant to the dispute resolution provisions in the CSA;
- (i) Customers must enroll with Buyer's CR Tariff as a condition to being eligible to receive bill credits;
- (j) Customers must un-enroll from Buyer's CR Tariff if Customer no longer wishes to subscribe to the Project;
- (k) Customers cannot transfer their Subscriptions to other parties;
- (l) Customers may not subscribe for more than 120% of their forecasted annual load, as reasonably determined by Buyer based on historical usage data;
- (m) Customer Subscription payments to Seller, if any, are refundable until the Commercial Operation Date has been achieved, and Customer subscriptions are portable within Buyer's territory upon the Effective Date;
- (n) Seller shall notify Customer in the event of Seller's imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on the Project;
- (o) Disclosure that the Customer Subscription may be considered a 'security' issued by Seller under federal or state law;

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- (p) Customer is not guaranteed any energy production from the Project;
- (q) Information describing Green-e® Energy and what requirements Seller is subject to in order to provide Customers with Green-e® Energy product;
- (r) A description of Customer access rights to the Site and the Generating Facility, if any;
- (s) Seller and Buyer shall share Customer information amongst themselves for purposes of billing and credits, program eligibility and verifying participation and that Buyer and Seller shall maintain the confidentiality of Customer information;
- (t) Seller's customer service department must respond to Customer inquiries within two (2) Business Days after a Customer request;
- (u) Seller shall indemnify Customers for claims arising from or related to Seller's construction, operation or financing of the Project, including liens of any type, mortgages, stop notices, and claims for bodily injury, death or property damage or destruction;
- (v) Seller will provide Buyer with Subscription Information and Bill Credit Instructions related to the Subscribed capacity, and Seller shall indemnify Buyer for all related claims and billing disputes between Customer and Seller. All bill credits to Customer shall be subject to set-off and counterclaim by Buyer under Seller's power purchase agreement with Buyer;
- (w) A Seller transfer or sale of the Project to another entity will be subject to Buyer's consent and the transferee must (i) accept all of Seller's obligations under the power purchase agreement between Buyer and Seller, including all duties, liabilities and indemnities, and (ii) either enter into new CSAs containing the same terms and conditions as the original CSAs with existing Customers, or accept assignment of the existing CSAs with existing Customers. In addition, Seller shall provide Customers with notice of any such transfer or sale of the Project;
- (x) Seller shall notify Customers of any proposed modifications to the Project and provide Customers adequate time to withdraw their Subscription to the Project due to any such proposed modifications;
- (y) A Customer's minimum Subscription must be projected to be an amount of energy per year equal to or greater than: (x) 100 kWh per month on average, calculated on an annual basis or (y) twenty five percent (25%) of such Customer's load, or as otherwise required by Green-e® Energy;
- (z) Within sixty (60) days after the Commercial Operation Date, Seller must provide completed Disclosure Documents and a statement that Seller is

required by Green-e® Energy to provide updated Disclosure Documents to Customer on an annual basis;

- (aa) Seller will not make any statements or representations in the CSA or its marketing materials implying that renewable energy is being used or delivered to anyone unless Seller knows that Renewable Energy Credit ownership supports such statements;
- (bb) Seller representation that any electricity, stripped of Renewable Energy Credits is null power and no longer renewable and that, due to change of law provisions in the power purchase agreement between Buyer and Seller, power delivered may cease to be renewable;
- (cc) Seller covenants not to claim the Renewable Energy Credits associated with any Metered Amounts;
- (dd) Seller obligation regarding transfer and chain of custody of Renewable Energy Credits;
- (ee) Seller shall provide Customer notice of any direct change of control of Seller (whether voluntary or by operation of law);
- (ff) Seller shall disclose to Customers whether or not Seller will pursue Full Capacity Deliverability Status for the Project and the effects of achieving or not achieving Full Capacity Deliverability Status on the amount Customers will receive in bill credits;
- (gg) Customer acknowledgment that rates offered under the CSA may not ultimately be cheaper than those offered under utility service and that the only aspect of service from Seller that can be kept constant for the term of the CSA is the generation rate component of the Customer's bill; and
- (hh) The generation rate component shall be a term in the CSA.”

13. Section 4.01(a) is deleted and replaced with the following:

“SCE shall provide information to Seller regarding CAISO Revenues, CAISO Costs, CAISO Sanctions, and SCE Penalties and shall pay Seller and issue bill credits to Customers for Product in accordance with: (i) approved, accurate, and undisputed Subscription Information and Bill Credit Instructions, and (ii) Exhibit E.”

14. Section 4.01(b) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “SCE has no obligation to purchase from Seller” and before the words “any Product”.

15. Section 4.01(c) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “obligated to pay Seller” and before the words “for any CP”.

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16. Section 4.01(d) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “SCE shall compensate Seller” and before the words “for lost Federal Production Tax Credits”. *{SCE Comment: For Sellers that are eligible for the Federal Production Tax Credit}*
17. Section 4.01(e) is amended by adding the phrase “or issue bill credits to Customers” after the phrase “SCE will not be obligated to pay Seller” and before the words “for any Product”.
18. New Sections 4.01(f), (g), and (h) are added as follows:
  - “(f) Buyer shall make payment of each invoice related to the Unsubscribed Capacity directly to Seller and in accordance with Exhibit E. Buyer and Seller acknowledge that payment to Seller under this Agreement of each invoice related to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the Seller’s Subscription Information and Bill Credit Instructions, the GTSR-CR Decisions and Exhibit E, and Seller hereby assigns any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers.
  - (g) Notwithstanding any other provision in this Agreement, Buyer is not obligated to provide a bill credit: (i) to any Customer that does not meet the requirements of this Agreement, or (ii) if Buyer determines, in its reasonable discretion, that the information contained in the Subscription Information and Bill Credit Instructions is incorrect. Retroactive changes to Subscription Information and Bill Credit Instructions will not be permitted.
  - (h) Seller shall pay all CAISO charges, CAISO Sanctions, and CAISO Costs, and SCE shall retain all CAISO Revenues resulting from such violation of Section 1.05(d).”.
19. Section 4.03 is deleted and replaced with the following:

“4.03 Scheduling Coordinator.  
Commencing on the Commercial Operation Date, SCE, or its designee, shall act as Seller’s Scheduling Coordinator and carry out all duties as Scheduling Coordinator in accordance with CAISO Tariff protocols.”.
20. Section 4.05(a) is amended by adding the following sentence at the end thereof:

“Notwithstanding the foregoing, Buyer shall retire Renewable Energy Credits associated with Subscribed Delivered Energy on behalf of Subscribed Customers.”.
21. Sections 6.01(b)(xiii) and (xiv) are deleted and replaced with the following:

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- “(xiii) The entire Generating Facility fails to qualify as an ERR;
  - (xiv) Any electric energy from the Generating Facility and sold or to be sold to SCE hereunder fails to qualify as eligible renewable energy for purposes of the RPS Legislation;”.
22. Section 10.02(a)(i) is amended to add the phrase “or control” after the phrase “Seller shall own”.
23. Section 10.02(d) is amended to add the following new sentence at the end thereof:
- “The last sentences in Sections 10.02(b) and 10.02(c) shall not be applicable to Seller’s representations, warranties and covenants in the remaining portions of Sections 10.02(b) and 10.02(c). If Seller breaches or fails to perform its representations, warranties and covenants under Sections 10.02(b) and 10.02(c), such breach or failure to perform and satisfy the obligations under such sections shall be considered an Event of Default by Seller.”.
24. New Sections 10.02(h), (i), (j) and (k) are added as follows:
- “(h) Seller and, if applicable, its successors, represents, warrants and covenants that prior to the Effective Date, on the Effective Date and continuing throughout the Delivery Term:
    - (i) Seller has received from Buyer and has read Attachment 1 of the CPUC’s CCA Code of Conduct decision (D.12-12-036) and has not and will not circumvent it;
    - (ii) Seller has and shall continue to incorporate in each CSA it enters into with Customers the provisions required to be included in the CSA as identified in Sections 3.31 and 3.34;
    - (iii) Seller has not and shall continue not to use Buyer’s corporate name, trademark, trade name, logo, identity or any affiliation for any reason without Buyer’s prior written consent; and
    - (iv) Seller has not and will not enter into CSAs for Subscribed Capacity exceeding, in the aggregate, one hundred percent (100%) of the Contract Capacity; and Seller has not and will not enter into a CSA with any individual Customer for a Subscription exceeding 2 MW (except in the case of federal, state or local governments, schools or school districts, county offices of education, any of the California Community Colleges, the California State University or the University of California).
  - (i) Seller and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term:

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- (i) Seller shall have, at a minimum, one Subscribed Customer per MW of Contract Capacity;
  - (ii) The Metered Amounts qualify as Green-e® Energy eligible and are Green-e® Energy certified product;
  - (iii) The Subscription Information and Bill Credit Instructions required under Section 3.29 shall be accurate and complete; and
  - (iv) The Project complies with the requirements of the California Air Resources Board's Voluntary Renewable Electricity Program.
- (j) Seller acknowledges that the Subscriptions it sells may be considered securities under federal or California law and, accordingly, Seller represents that it has retained its own legal counsel to provide advice on securities law matters.
- (k) With respect to the legal opinion delivered pursuant to Section 3.12(c)(xiv), Seller hereby represents and covenants that:
- (i) The lawyer primarily responsible for the issuance of the opinion has, within the last eight (8) years, practiced federal and California securities law as a significant portion of their practice (meaning at least five (5) full-time years), and such experience included registering or qualifying offerings or sales of securities, effecting private placements of securities, and/or advising issuers or sellers of securities with respect to exemptions from qualification and registration requirements;
  - (ii) The lawyer primarily responsible for issuance of the opinion is licensed to practice law in California and the lawyer's license is active and not under suspension; and
  - (iii) The law firm issuing the opinion carries a minimum of ten million dollars (\$10,000,000) in professional liability insurance coverage that includes coverage for securities practice.”.

25. A new Section 10.03(b)(ix) is added as follows:

- “(ix) Seller shall defend, hold harmless and indemnify Buyer and its parent company, subsidiaries, affiliates, and its and their directors, officers, employees, shareholders, successors, and assigns from any and all damages, losses, or liability (including reasonable attorney's fees) for any and all claims or causes of action arising from or in connection with Seller's Subscription Information and Bill Credit Instructions, subscriptions, bill credits, disputes, violations of Applicable Laws, misrepresentations made by Seller or Seller's contractors, agents, or representatives, claims relating to securities laws, or Green-e® Energy certification, or loss thereof.”.

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26. Section 10.04(a) is amended by adding the following new sentence at the end thereof: “In the case of an assignment of this Agreement by Seller, the assignee must assume the rights and obligations of the Seller under each CSA.”.
27. Section 10.09(d) is amended by adding the following new sentence at the end thereof: “No Customer or any other third party shall be a third party beneficiary of this Agreement.”.
28. A new section 10.09(r) is added as follows:

“(r) Nothing contained in this Agreement shall be construed as creating any relationship whatsoever between Buyer and Seller, including that of partners, coemployment, or joint venture parties.”.
29. Section 10.10(a)(vii) is amended by adding the words “Green-e® Energy,” after the words “CPUC, CEC, FERC,”.
30. Section 10.14 is deleted and replaced with the following:

“Except as specifically provided in this Agreement, any outstanding and past due payment amounts owing and unpaid by either Party under the terms of this Agreement, excluding bill credits to Customers, will be eligible to receive a Late Payment Simple Interest calculated using the Interest Rate for the number of days between the date due and the date paid.”.
31. Section 10.15 is amended by adding the phrase “, issuing bill credits to Customers,” after the phrase “made by wire transfer”.
32. Exhibit A is amended to delete the following defined terms:

“Accepted Compliance Costs”,  
“Compliance Actions”,  
“Compliance Expenditure Cap”, and  
“TOD Period Product Payment”.
33. The definition of “Curtailed Product Payment” in Exhibit A is amended by inserting the words “or bill credits” after the phrase “the sum of all payments”.
34. The definition of “Generating Facility” in Exhibit A is deleted and replaced with the following:

“Generating Facility” means Seller’s newly constructed electric generating facility that has never generated electricity before the Commercial Operation Date, except for testing

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pursuant to this Agreement, as more particularly described in Exhibit B, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at the facility, *[and, with respect to the Shared Facilities, Seller's interests in such Shared Facilities]* {SCE Comment: *Only applicable to projects that have Shared Facilities*} excluding the Site, land rights and interests in land.

35. The definition of "Paid Curtailed Product" in Exhibit A is amended by inserting the words "or provide bill credits to Customer(s)," after the phrase "SCE is obligated to pay Seller".
36. The definition of "Product Price" in Exhibit A is deleted and replaced with the following:  
 "Product Price" means the Subscribed Product Price or the Unsubscribed Product Price, as applicable.
37. The definition of "Term Year" in Exhibit A is deleted and replaced with the following:  
 "Term Year" means a twelve (12) month period beginning on the Commercial Operation Date and each successive twelve (12) month period thereafter.
38. Exhibit A is amended to add the following new defined terms:  
 "California Air Resources Board's Voluntary Renewable Electricity Program" means the voluntary program to reduce GHG emissions under the California Cap-and-Trade Program as set forth in 17 C.C.R. Sections 95841 and 95831.  
 "CCA Code of Conduct" means the code of conduct adopted by the CPUC related to interactions with community choice aggregators, pursuant to Senate Bill 790 and as set forth in decision D.12-12-036.  
 "CR" has the meaning set forth in the preamble.  
 "CR Tariff" means that tariff available to customers of Buyer, between Buyer and customer, such that customers may become a Customer of Seller's Generating Facility.  
 "Customer" means a customer of Buyer who takes bundled services from Buyer including having all its power requirements purchased by Buyer, and who has signed up under the CR Tariff to receive benefits from Seller's Generating Facility.  
 "Customer-Seller Agreement" or "CSA" means that agreement to be executed between Customer and Seller in order for Customer to Subscribe to Seller's Generating Facility, which shall be subject to those requirements set forth within Section 3.34 of this Agreement. Buyer shall not be a party to the Customer-Seller Agreement.

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“Default Load Aggregation Point” or “DLAP” has the meaning set forth in the CAISO Tariff.

“Default Load Aggregation Point Price” or “DLAP Price” means the hourly Integrated Forward Market Default Load Aggregation Point Locational Marginal Price as determined by the CAISO for the Buyer’s applicable CAISO Transmission Access Charge Area.

“Disclosure Documents” means those disclosure documents required by Green-e® Energy to be provided by Seller to Customers and potential Customers, as they may be amended, supplemented or replaced from time to time, as set forth on the Green-e® Energy website at [http://green-e.org/verif\\_docs.html](http://green-e.org/verif_docs.html), or successor thereof.

“FTC” means the Federal Trade Commission.

“FTC Green Guides” means those guiding documents published on the FTC website intended to provide guidance on (1) general principles applicable to environmental marketing claims, (2) how consumers are likely to interpret particular claims and how marketers can substantiate these claims, and (3) how marketers can qualify their claims to avoid deceiving customers.

“Green-e® Energy” means the national certification program for renewable energy administered by the Center for Resource Solutions, as such program may be amended, supplemented or otherwise changed from time to time, and about which information can be found at <http://www.green-e.org>, or successor thereof.

“Green-e® Energy Code of Conduct” means the code of conduct published by Green-e® Energy that outlines the requirements for consumer protection and environmental standards, and which can be found at <http://www.green-e.org>, or successor thereof.

“GTSR” has the meaning set forth in the preamble.

“GTSR-CR Decisions” means the CPUC Decisions promulgated pursuant to Senate Bill 43, including Decisions 15-01-051, 16-05-006, and any other existing or future ruling, decision, or regulation related to GTSR enacted, adopted or promulgated by any applicable Governmental Authority.

“GTSR CR Rider” has the meaning set forth in the preamble.

“Integrated Forward Market” has the meaning as set forth in the CAISO Tariff.

“Minimum Subscription Requirement” has the meaning set forth in Exhibit E.

“Renewable Energy Credit Market Price” means \$10/MWh.

“Subscribed Capacity” means the aggregate Subscription level of all Customers with Subscriptions to the Generating Facility for each month.

“Subscribed Delivered Energy” means that portion of the Qualified Amounts equal to the product of (a) the sum of Qualified Amounts minus (i) any electric energy produced by the Generating Facility for which SCE is not obligated to pay Seller as set forth in Section 4.01(e), in kWh, and minus (ii) any electric energy produced by the Generating Facility as set forth in Section 1.05(c)(ii), in kWh, in all hours for the TOD Period being calculated, measured in kWh; and (b) the quotient of the Subscribed Capacity divided by the Contract Capacity.

“Subscribed Product Price” has the meaning set forth in Section 1.05.

“Subscription”, “Subscribe”, “Subscribed” and other grammatical variations thereof means:

- (a) In the case of a capacity-based subscription business model employed in the CSA, the subscription that a Customer has signed up for, expressed in kW.
- (b) In the case of an energy-based subscription business model employed in the CSA, the monthly subscription that a Customer has signed up for (expressed in kWh/month), multiplied by the Contract Capacity (expressed in kW), divided by the Expected Annual Net Energy Production (expressed in kWh/year), multiplied by 12 months/year, the product of which shall be equal to the Subscription of the Customer, expressed in kW.

Example: Customer energy subscription (kWh/month) x Contract Capacity (kW) x 12 (months/year) / Expected Annual Net Energy Production (kWh/year) = Subscription (kW).

“Subscription Information and Bill Credit Instructions” means the information required to be provided by Seller to Buyer in accordance with Section 3.29 and as set forth in the form provided in Exhibit P.

“Unsubscribed Capacity” means the Contract Capacity minus the Subscribed Capacity for each billing month.

“Unsubscribed Delivered Energy” means that portion of the Qualified Amounts equal to the product of (a) the sum of Qualified Amounts, in all hours for the TOD Period being calculated, measured in kWh, and (b) the quotient of the Unsubscribed Capacity divided by the Contract Capacity.

“Unsubscribed Product Price” has the meaning set forth in Section 1.05.

39. Exhibit E is deleted in its entirety and replaced with a new Exhibit E, as attached hereto.

40. A new Exhibit P, as attached hereto, is added to the exhibits after Exhibit O.
41. MISCELLANEOUS
- (a) Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.
  - (b) Legal Effect. Except as expressly modified as set forth herein, the Agreement remains unchanged and, as so modified, the Agreement shall remain in full force and effect. Each of the Parties hereby represents and warrants that the representations contained in the Agreement are true on and as of the date hereof as if made by the Party on and as of said date.
  - (c) Governing Law. THIS GTSR CR RIDER AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. TO THE EXTENT ENFORCEABLE AT SUCH TIME, EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS GTSR CR RIDER.
  - (d) Successors and Assigns. This GTSR CR Rider shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
  - (e) Authorized Signatures; Notices. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this GTSR CR Rider on behalf of such Party and to bind such Party to this GTSR CR Rider. Any written notice required to be given under the terms of this GTSR CR Rider shall be given in accordance with the terms of the Agreement.
  - (f) Effective Date. This GTSR CR Rider shall be deemed effective as of the Execution Date (the "GTSR CR Rider Effective Date").
  - (g) Further Agreements. This GTSR CR Rider shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.
  - (h) Counterparts; Electronic Signatures. This GTSR CR Rider may be executed in one or more counterparts, each of which will be deemed to be an original of this GTSR CR Rider and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this GTSR CR Rider and of signature pages by facsimile transmission, Portable Document

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Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this GTSR CR Rider as to the Parties and may be used in lieu of the original GTSR CR Rider for all purposes.

*[Remainder of Page Left Intentionally Blank.]*

RAP ID # [Number], [Name of Seller]

IN WITNESS WHEREOF, the Parties hereto have caused this GTSR CR Rider to be executed as of the Execution Date.

<b>[SELLER],</b> a <b>[State and form of incorporation]</b> .
By:  _____
<b>[Name]</b> <b>[Title]</b>

<b>SOUTHERN CALIFORNIA EDISON COMPANY,</b> a California corporation.
By:  _____
<b>[Name]</b> <b>[Title]</b>

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**EXHIBIT E***Payments and Invoicing***1. COST RESPONSIBILITY, INVOICING AND PAYMENTS UPON COMMENCEMENT OF THE TERM****1.01 Cost Responsibility Upon Commercial Operation.****(a) SCE Cost Responsibility.**

Upon the Commercial Operation Date and for the remainder of the Term,

- (i) Except under the circumstances set forth in Section 4.01(e), SCE shall make monthly Product Payments to Seller and issue bill credits to Customers for Product delivered to SCE calculated in the manner described in Section 1.02 below and Exhibit M;
- (ii) Except as set forth in Exhibit M and Section 1.01(b) of Exhibit E, SCE shall be responsible for all CAISO Costs and CAISO Sanctions and have the right to receive all CAISO Revenues;

(iii) To the extent that SCE requires Seller to participate in the PIRP/EIRP program, SCE shall be responsible for PIRP/EIRP forecasting fees.  
*{SCE Comment: For Intermittent Only.}*

**(b) Seller Cost Responsibility.**

Upon the Commercial Operation Date and for the remainder of the Term:

(i) If Seller fails to comply with the Forecasting provisions set forth in Exhibit D, Seller shall pay an SCE Penalty as set forth in Exhibit M.  
*{SCE Comment: Intermittent only.}*

- (ii) Seller shall be responsible for CAISO Costs and CAISO Sanctions, under the circumstances specified in Section 4.01(e) *[and RA Deficit Payments under the circumstances specified in Section 3.02] {SCE Comment: Only applicable if Seller has chosen the option to make RA Deficit Payments.}*.
- (iii) Seller shall be responsible for Negative LMP Costs, if applicable, as set forth in Section 1.05(c)(i).
- (iv) Seller shall be responsible for CAISO Costs and CAISO Sanctions and shall receive CAISO Revenues under the circumstances specified in Section 1.05(c)(ii).
- (v) Seller shall make monthly payments calculated in the manner described in Section 1.02 below and Exhibit M.

**1.02 Product Payment Calculations After Commercial Operation Date.**

For the purpose of calculating monthly payments and issuing bill credits to Customers for Product delivered to SCE as of the Commercial Operation Date in accordance with the

terms of this Agreement (“Product Payments”), Qualified Amounts will be time-differentiated according to the TOD Periods set forth in Exhibit I, the pricing will be weighted by the Product Payment Allocation Factors set forth in Exhibit I, and:

- (i) if the quotient of the billing month’s average Subscribed Capacity divided by the Contract Capacity is greater than the minimum Subscription level required for the corresponding billing month as specified in the table below (“Minimum Subscription Requirement”), then: (a) payment for Subscribed Delivered Energy shall be calculated pursuant to the GTSR-CR Decisions and shall be applied as a bill credit to Customers, and (b) payment for Unsubscribed Delivered Energy shall be calculated using the Subscribed Product Price, and shall be paid to Seller, net any amounts owed; and
- (ii) if the quotient of the billing month’s average Subscribed Capacity divided by the Contract Capacity is less than the applicable Minimum Subscription Requirement, then: (a) payment for Subscribed Delivered Energy shall be calculated pursuant to the GTSR-CR Decisions and shall be applied as a bill credit to Customers, and (b) payment for Unsubscribed Delivered Energy shall be paid to Seller and shall be calculated using the lesser of the Unsubscribed Product Price and Subscribed Product Price, and shall be paid to Seller, net any amounts owed.

<b>Years of Operation</b>	<b>Minimum subscription level for purposes of calculating the Minimum Subscription Requirement</b>
First Term Year	45%
Second Term Year	70%
Third Term Year	90%
Fourth Term Year through the remainder of the Delivery Term	95%

Monthly Product Payments will equal the sum of (i) the sum of the monthly payments for all TOD Periods in the month and (ii) the Curtailed Product Payment. Each monthly payment will be calculated pursuant to the following formulas, where “n” is the TOD Period being calculated:



SELLER'S PAYMENT<sub>n</sub> (if Minimum Subscription Requirement is met) =  $A \times C \times (D - E - F) \times [(I - H)/I] + G$

SELLER'S PAYMENT<sub>n</sub> (if Minimum Subscription Requirement is not met) =  $B \times (D - E - F) \times [(I - H)/I] + G$

Where:

- A = Subscribed Product Price, in \$/kWh (i.e., \$/MWh/1000).
- B = The Unsubscribed Product Price, in \$/kWh (i.e., \$/MWh/1000).
- C = Product Payment Allocation Factor for the TOD Period "n" being calculated.
- D = The sum of Qualified Amounts in all hours for the TOD Period "n" being calculated in kWh.
- E = Any electric energy produced by the Generating Facility for which SCE is not obligated to pay Seller as set forth in Section 4.01(e), in kWh.
- F = Any electric energy produced by the Generating Facility as set forth in Section 1.05(c)(ii), in kWh.
- G = The sum of all CAISO Revenues less the sum of all CAISO Costs and CAISO Sanctions, with respect to electric energy produced in all hours for the TOD Period "n" by the Generating Facility as set forth in Section 1.05(c)(ii).
- H = Subscribed Capacity.
- I = Contract Capacity.

Payments for Subscribed Delivered Energy shall be calculated pursuant to the GTSR-CR Decisions and shall be applied as a bill credit to Customers. Notwithstanding any other provision in this Agreement, in the event of any conflict or inconsistency between this GTSR CR Rider and the GTSR-CR Decisions regarding payment for Subscribed Delivered Energy as bill credits to Customers, the GTSR-CR Decisions shall control.

### 1.03 Payment During the Term.

For payments associated with Unsubscribed Delivered Energy, SCE shall, within ninety (90) days immediately following the end of each calendar month:

- (a) Issue a Payment Invoice to Seller, and upon request from Seller, Buyer shall include documentation supporting any SCE Penalties, Negative LMP Costs, CAISO Costs, CAISO Sanctions, *[RA Deficit Payments pursuant to Section 3.02] {SCE Comment: FCDS projects only.}*, or other applicable revenues, charges and offsets which affected the net amount in the Payment Invoice; and

- (b) Send to Seller, via wire transfer or Automated Clearing House, SCE's payment of said net amount, less any applicable SCE Penalties, Negative LMP Costs, CAISO Costs, CAISO Sanctions, *[RA Deficit Payments pursuant to Section 3.02] {SCE Comment: FCDS projects only.}*, or other applicable charges or offsets plus, if such payment is late, a Late Payment Simple Interest calculated using the Interest Rate and the number of days that such payment is late.

Any amounts owed by Seller under this Agreement, including those set forth in Section 1.01(b) of this Exhibit E, shall not be included in Seller's Subscription Information and Bill Credit Instructions, but shall be included in amounts payable directly to or from Seller, and such amounts shall be paid in the form of bill credits and will not be eligible to receive a Late Payment Simple Interest if such bill credits are issued to Customer late, as a result of recomputation, error, or resolution of a disputed amount.

The Parties acknowledge that data necessary to calculate certain payment obligations of SCE and Seller under this Agreement may not be available at the time SCE issues the Payment Invoice with respect to a particular month. Any such payment obligations, shall be included in a subsequent Payment Invoice issued to Seller on or before the last Business Day of the month following the month that is the later of (i) one hundred and twenty (120) days following the last day of the calendar month to which the data relates or (ii) thirty (30) days after the relevant CAISO final settlement data is available to SCE.

#### 1.04 Recomputation and Payment Adjustments.

- (a) If Seller or SCE determines that a calculation of Qualified Amounts, Metered Amounts, CAISO Revenues, Negative LMP Costs, CAISO Costs, CAISO Sanctions, *[RA Deficit Payments] {SCE Comment: FCDS projects only.}*, Subscribed Delivered Energy, Unsubscribed Delivered Energy, or SCE Penalties is incorrect as a result of inaccurate meters, the correction of data by the CAISO in OMAR, or a recalculation of CAISO Sanctions or other amounts owing between the Parties, Customer, Seller or SCE, as the case may be, shall promptly recompute the Qualified Amounts, Metered Amounts, CAISO Revenues, Negative LMP Costs, CAISO Costs, CAISO Sanctions, *[RA Deficit Payments] {SCE Comment: FCDS projects only.}*, SCE Penalties Subscribed Delivered Energy, Unsubscribed Delivered Energy, or other amounts for the period of the inaccuracy based upon an adjustment of inaccurate meter readings, correction of data or recalculation of CAISO Sanctions in accordance with the CAISO Tariff and any payment or bill credit affected by the adjustment or correction.

- (b) Adjustment of Payment.

Any amount due from SCE to Seller, or Seller to SCE, or any bill credit from SCE to Customer, as the case may be, will be made as an adjustment to the next monthly Payment Invoice or bill credit that is calculated after Seller's or SCE's recomputation using corrected measurements.

If the recomputation results in a net amount owed to SCE after applying any amounts owing to Seller or bill credits to Customer as shown on the next monthly

Payment Invoice, any such amount owing to SCE will at SCE's discretion be netted against amounts owed to Seller or against bill credits owed to Customer in any subsequent monthly Payment Invoice or bill credits or separately invoiced to Seller, in which case Seller must pay the amount owing to SCE within twenty (20) days after receipt of that invoice.

SCE may make payment adjustments arising from a recalculation of CAISO Revenues, CAISO Costs, Negative LMP Costs, CAISO Sanctions, *[RA Deficit Payments]* {*SCE Comment: Only applicable if Seller has chosen the option to make RA Deficit Payments.*}, SCE Penalties, Subscribed Delivered Energy, Unsubscribed Delivered Energy, or as a result of inaccurate meters after the end of the Term Year, *provided*, the Parties will be deemed to have waived any such payment adjustments which are not communicated as provided in this Section 1.04 of this Exhibit E within twelve (12) months after the end of the month in which the Payment Invoice was issued containing the error. Adjustment payments for meter inaccuracy will not bear interest.

#### 1.05 Netting Rights.

SCE reserves the right to net amounts that would otherwise be due to Seller under this Agreement in payment of any amounts:

- (a) Owing and unpaid by Seller to SCE under this Agreement; or
- (b) Owed to SCE by Seller arising out of, or related to, any other SCE agreement, tariff, obligation or liability.

Nothing in this Section 1.05 of this Exhibit E limits SCE's rights under applicable tariffs, other agreements or Applicable Law.

#### 1.06 Audit Rights.

Buyer, or its designee, shall have the right, at its sole expense and during normal working hours following Buyer's Notice, to audit the documents, records or data of Seller to the extent reasonably necessary to verify the accuracy of any statement, claim, charge or calculation made pursuant to this Agreement. Seller shall promptly comply with any Buyer Notice under this Section 1.06 of Exhibit E and provide copies of or access to documents, records or data to Buyer. The rights and obligations hereunder shall survive the termination of this Agreement for a period of five (5) years.

## 2. **PAYMENT ERRORS**

#### 2.01 Notice of Error in Payment.

Except as provided in Section 1.04 of this Exhibit E, if within forty-five (45) days after receipt of SCE's Payment, Seller does not give SCE Notice of an error in the payment amount or bill credit, then Seller will be deemed to have waived any error in the payment.

#### 2.02 Reimbursement for Underpayments and Overpayments.

*The contents of this document are subject to restrictions on disclosure as set forth in the Agreement.*

If Seller identifies a payment error in Seller's favor and SCE agrees that the identified error occurred, SCE shall reimburse Seller or Customer for the amount of the underpayment caused by the error and apply the additional payment or bill credit to the next monthly Payment Invoice that is calculated.

If Seller identifies a payment error in SCE's favor and SCE agrees that the identified error occurred, SCE may net the amount of overpayment caused by the error against amounts otherwise owed to Seller or to Customer in connection with the next monthly Payment Invoice or bill credit that is calculated.

### 2.03 Late Payments.

Late payments to Seller resulting from SCE's errors, or overpayments to Seller by SCE, will include a Late Payment Simple Interest calculated using the Interest Rate and the number of days between the date due (or, in the case of overpayments by SCE, commencing five (5) Business Days from the date SCE provides Notice of such overpayments to Seller) and the date paid; *provided*, changes made because of settlement, audit or other information provided by the CAISO and not available to SCE when SCE rendered its original Payment Invoice will not bear interest.

### 2.04 Netting after Recomputation.

If the recomputation for an error results in a net amount still owing to SCE after applying the amounts owed to SCE against any amounts owed to Seller in the Payment Invoice or to Customers in bill credits, as described above, then SCE may, in its discretion, either net this net remaining amount owed to SCE against amounts owed to Seller in any subsequent monthly Payment Invoice to Seller or bill credits to Customers, or in the case of Seller invoice Seller for such amount, in which case Seller must pay the amount owing to SCE within twenty (20) days after receipt of such invoice.

### 2.05 Resolution of Disputes.

The Parties shall negotiate in good faith to resolve any disputes regarding claimed errors in a Payment. Any disputes which the Parties are unable to resolve through negotiation may be submitted for resolution through the mediation and arbitration as provided in Article Twelve. Upon resolution of the Dispute, any required payment or bill credit shall be made within ten (10) Business Days of such resolution, and in the case of a payment only shall include a Late Payment Simple Interest calculated using the Interest Rate from and including the due date but excluding the date paid.

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\*\*\* End of Exhibit E \*\*\*

**Exhibit P  
Subscribed Customer Reporting Form**

*Customer Subscription details are to be provided 60 days prior to the Commercial Operation Date, and afterwards, on a monthly basis to Buyer in the form attached below. Note that Seller should only fill out either the “Capacity Subscribed (kW)” or the “Load Subscribed (kWh)” column. The appropriate column shall be dictated by the business model being employed by Seller pursuant to the CSA.*

<b>Name</b>	<b>Service Address</b>	<b>SCE service account number</b>	<b>Capacity Subscribed (kW)</b>	<b>Load Subscribed (kWh)</b>	<b>Load Served (kW)</b>

*\*\*\* End of Exhibit P \*\*\**