OFFICER’S CERTIFICATE

I, *[name of officer]*, certify that I am the *[designation of officer]* of *[name of corporate sponsor]* (“Seller”), who signed and submitted the Offer, on behalf of Seller, to Southern California Edison (“SCE”) as part of SCE’s Community Renewables-Renewable Auction Mechanism 4 Request for Offers (“CR-RAM 4 RFO”) in accordance the CR-RAM 4 RFO Instructions. I further certify, on behalf of Seller, the following:

1. Seller has reviewed any and all updates to the CR-RAM 4 RFO materials, including but not limited to the CR-RAM 4 RFO Instructions, the CR-RAM Rider to the Pro Forma Renewable Power Purchase Agreement, the Pro Forma Renewable Power Purchase Agreement, and the Decisions (the “CR-RAM 4 RFO Materials”), as posted on the CR-RAM 4 RFO website located at the following web address:

<https://www.sce.com/wps/portal/home/procurement/solicitations/cr-ram/> (the “CR-RAM 4 RFO Website”).

1. Seller has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the CR-RAM 4 RFO Materials and Seller’s Offer.
2. Seller has obtained all necessary authorizations, approvals and waivers, if any, required by Seller as a condition of submitting its Offer.
3. Seller is submitting its Offer subject to all Applicable Laws including, but not limited to, the Federal Power Act and all amendments thereto, and Public Utilities Code sections 383.5, 399.11 et seq., and 454.5.
4. Seller’s proposed Product Price assumes that Seller will post Development Security and Performance Assurance equal to the amounts specified in the Pro Forma Renewable Power Purchase Agreement and the CR-RAM Rider to the Pro Forma Renewable Power Purchase Agreement (together, the “CR RAM PPA”).
5. Seller has not engaged, and will not engage, in any communications with any other actual or potential Seller in the CR-RAM 4 RFO concerning the CR-RAM 4 RFO, the price terms contained in Seller’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.
6. Seller has provided its Offer in good faith with the intention of executing an agreement in the form of the CR-RAM PPA posted on the CR-RAM 4 RFO Website.
7. Seller is duly organized and validly existing under the laws of the jurisdiction of its formation, and the execution and delivery of this letter are within Seller's powers and have been duly authorized by all necessary action.
8. Seller or its Affiliate has Site Control of the Site, located at *[Insert address of the Site]*, which is the same Site that (i) Seller has described in one or more of its Offers to SCE, and (ii) the Generating Facility will be located on if SCE selects an Offer made to SCE for the Site in the CR-RAM 4 RFO, and if Seller and SCE enter into any final agreement for the purchase of Product as a result of the CR-RAM 4 RFO (the “Final Agreement”).
9. Seller is the entity that will execute the Final Agreement if SCE selects Seller in the CR-RAM 4 RFO and Seller and SCE enter into a Final Agreement.
10. Seller shall promptly notify SCE in writing of any change in the status of Seller’s Site Control.
11. The Offer provided by Seller pertains solely to generation of electricity from a new Generating Facility that meets all the criteria set forth in Public Utilities Code Section 399.12, Public Resources Code Section 25741, and the **Renewables Portfolio Standard Eligibility Guidebook, Seventh Edition**(*California Energy Commission, Efficiency and Renewable Energy Division. Publication Number: CEC‐300‐ 013‐ 005‐ED7‐CMF‐REV*) which may be found here at the following website address: http://docketpublic.energy.ca.gov/PublicDocuments/16-RPS-01/TN217317\_20170427T142045\_RPS\_Eligibility\_Guidebook\_Ninth\_Edition\_Revised.pdf.
12. **Any breach by Seller of the foregoing representations and warranties is, in addition to any other remedies that may be available to SCE under applicable law, grounds for immediate disqualification of such Seller, and, depending on the nature of the breach, may also be grounds for terminating the CR-RAM 4 RFO in its entirety.**
13. “Site” means the Site as described in Section 9 above, but also encompassany rights-of-way or other real property rights (*e.g.*, land on which Seller’s generation tie line between the Generating Facility and the Interconnection Point shall be constructed) necessary for Seller to be able to deliver the Product to SCE.
14. “Site Control” means that, with respect to the Site, Seller or its Affiliate (i) owns the Site or is in escrow to purchase the Site, (ii) is the lessee of the Site under a lease agreement, (iii) is the holder of a right-of-way grant or similar instrument with respect to the Site, (iv) is the managing partner or other person or entity authorized to act in all matters relating to the control and operation of the Site, or (v) pursuant to a binding option agreement, has an option to purchase or lease the Site, which option Seller or its Affiliate will have the right to exercise if SCE selects Seller in the CR-RAM 4 RFO and Seller and SCE enter into a Final Agreement.

For purposes of this Officer’s Certificate, all terms not defined in this Officer’s Certificate shall have the meanings ascribed to such terms in the CR-RAM PPA or the CR-RAM 4 RFO Instructions.

In WITNESS WHEREOF, the undersigned has executed this certificate as of the date indicated below:

***[SELLER’S NAME]*,**

a *[Seller’s jurisdiction of organization and type of organization]*.

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

*[Name of Officer]*

*[Title]*

Date: Click here to enter text.

*[Corporate Seal]*