

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.

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. Community Interest Requirement Attestation Form

Q-2. Expression of Interest Form

Q-3 Commitment to Enroll Form”

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

“Subject to any extensions made pursuant to Sections 3.06(f) 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

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Omitted.]”

6. A new section 2.01(d) is added as follows:

“(d) Seller’s Community Interest Requirement.

Before the start of any construction activities at the Site, Seller shall demonstrate the Project’s compliance with the Community Interest Requirement by providing SCE an attestation in the form of Exhibit Q-1. Seller shall provide evidence supporting the attestation in the form of Exhibit Q-2 or Exhibit Q-3, as applicable. SCE shall evaluate Seller’s demonstration and notify Seller whether Seller has satisfied the Community Interest Requirement within thirty (30) days of receiving Seller’s attestation and supporting documentation in accordance with this Section 2.01(d).

7. 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”.

8. Section 2.02(b) is amended to add Section 2.02(b)(7) as follows:

“(7) Seller has demonstrated that it has complied with the Residential Requirement. Seller shall provide SCE with Subscription Information in the format set forth in Exhibit P demonstrating such compliance.”

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

“(xiii) Seller’s obligations under Sections 3.01(d)(iv), 3.32, and 3.35; 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.”

10. 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”.

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

12. 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.”

13. 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

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Credit Instructions required under Section 3.30 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 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."

14. New Sections 3.30, 3.31, 3.32, 3.33, 3.34, and 3.35 are added as follows:

“3.30 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.

3.31 Assignment of Payments.

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

3.32 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

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- 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; and
 - (vi) Seller's compliance with Green-e® Energy's annual verification and audit.

3.33 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, 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.

3.34 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.

3.35 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 3.30;
- (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;
- (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

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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

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- 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.”.
15. 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.”.
16. 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”.
17. 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”.
18. [Intentionally Omitted.]
19. 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”.
20. 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(c)(i).”.
21. 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.”.
22. 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.”.
23. Sections 6.01(b)(xiii) and (xiv) are deleted and replaced with the following:
“(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;”.
24. Section 10.02(a)(i) is amended to add the phrase “or control” after the phrase “Seller shall own”.
25. 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.”.
26. New Sections 10.02(i), (j), (k) and (l) are added as follows:
“(i) 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 3.32 and 3.35;
 - (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).
- (j) Seller and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term:
- (i) [Intentionally Omitted.];
 - (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 3.30 shall be accurate and complete; and
 - (iv) The Project complies with the requirements of the California Air Resources Board's Voluntary Renewable Electricity Program.
 - (v) Seller shall comply with the Residential Requirement, and if at any point in time during the Delivery Term Seller does not have sufficient Residential Customer Subscriptions to comply with the Residential Requirement, Seller shall cease to Subscribe non-residential Customers until there are sufficient Residential Customer Subscriptions to comply with the Residential Requirement.
- (k) 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.
- (l) 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.”
27. A new Section 10.03(b)(viii) is added as follows:
- “(viii) 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.”
28. 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.”
29. 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.”
30. 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.”
31. Section 10.10(a)(vii) is amended by adding the words “Green-e® Energy,” after the words “CPUC, CEC, FERC,”

32. 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.”.
33. Section 10.15 is amended by adding the phrase “, issuing bill credits to Customers,” after the phrase “made by wire transfer”.
34. Exhibit A is amended to delete the following defined terms:
- “Accepted Compliance Costs”,
“Compliance Actions”,
“Compliance Expenditure Cap”, and
“TOD Period Product Payment”.
35. 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”.
36. 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 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.
37. 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”.
38. 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.
39. The definition of “Term Year” in Exhibit A is deleted and replaced with the following:

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“Term Year” means a twelve (12) month period beginning on the Commercial Operation Date and each successive twelve (12) month period thereafter.

40. 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.

“CI Eligible Customer” means a customer of Buyer who takes bundled service from Buyer, including having all its power requirements purchased by Buyer, and whose service account is located within the same county as the Project or within ten (10) miles of the Project.

“Commitment(s) to Enroll” has the meaning set forth in Exhibit Q-1.

“Community Interest Requirement” means the requirement adopted in the GTSR-CR Decisions whereby Seller must demonstrate that members of the community where the Project is located are interested in, and supportive of, the Project. The Community Interest Requirement can be satisfied with documentation that (i) CI Eligible Customers have (a) completed Commitments to Enroll in thirty percent (30%) of the Contract Capacity; or (b) completed Expressions of Interest for fifty-one percent (51%) of the Contract Capacity; and (ii) the Project has a minimum of three separate CI Eligible Customers who have completed Commitments to Enroll or Expressions of Interest, as applicable. The Community Interest Requirement can also be satisfied with a guarantee from the municipality where the Project is located that (i) CI Eligible Customers have committed to Subscribe to at least thirty percent (30%) of the Contract Capacity; or (ii) CI Eligible Customers have provided Expressions of Interest sufficient to reach a Subscription rate of fifty-one percent (51%) of the Contract Capacity.

“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 3.35 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.

“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.

“Expression(s) of Interest” has the meaning set forth in Exhibit Q-1.

“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.

“Residential Customer” means a domestic class of Customer whose dwelling is a single-family unit, multi-family unit, mobilehome or similar living establishment.

“Residential Requirement” means the requirement adopted in the GTSR-CR Decisions that 1/6 of the Subscriptions, in kW, must come from Residential Customers.

“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.

41. Exhibit E is deleted in its entirety and replaced with a new Exhibit E, as attached hereto.
42. A new Exhibit P, as attached hereto, is added to the exhibits after Exhibit O.
43. A new Exhibit Q-1, as attached hereto, is added to the exhibits after Exhibit P.
44. A new Exhibit Q-2, attached hereto, is added to the exhibits after Exhibit Q-1.
45. A new Exhibit Q-3, attached hereto, is added to the exhibits after Exhibit Q-2.
46. 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

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

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.

[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.

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

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

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

EXHIBIT E*Payments and Invoicing***1. COST RESPONSIBILITY, INVOICING AND PAYMENTS UPON COMMENCEMENT OF THE TERM****1.1 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.

1.2 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.

Years of Operation	Minimum subscription level for purposes of calculating the Minimum Subscription Requirement
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_n (if Minimum Subscription Requirement is met) = $A \times C \times (D - E - F) \times [(I - H)/I] + G$

SELLER'S PAYMENT_n (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.

1.3 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.

1.4 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.

1.5 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.

1.6 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**

2.1 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.

2.2 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.

2.3 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.

2.4 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.

2.5 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.

*** 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 ***

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

Exhibit Q-1
Community Interest Requirement Attestation Form

{SCE Comment: The following Appendix Q-1 must be provided to SCE before any construction activity at the Project Site.}

[Seller's Letterhead]

[Date]

Southern California Edison Company
 2244 Walnut Grove Ave.
 Rosemead, CA 91770

Attn: Vice President, Power Supply

Subject: CR-RAM Power Purchase Agreement ("PPA") between Southern California Edison Company ("SCE") and [Insert Seller's full legal name], a [insert Seller's form of entity and state of registration] ("Seller") Community Interest Requirement Attestation

Dear Sir or Madam:

Pursuant to section 2.01(d) of the CR-RAM PPA, Seller submits to SCE this Community Interest Requirement attestation. Capitalized terms used but not otherwise defined in this letter have the meanings set forth in the CR-RAM PPA. Seller hereby represents and warrants that:

1. This Community Interest Requirement attestation [is] [is not] submitted prior to the start of any construction activity at the Project Site.
2. [Seller has obtained:
 - at least three (3) separate [Expressions of Interest] [Commitments to Enroll] from three (3) separate CI Eligible Customers; and
 - Seller has obtained [expressions of interest in Subscribing to the output of the Project from CI Eligible Customers ("Expressions of Interest") representing at least fifty-one percent (51%) of the Contract Capacity] [commitments to Subscribe to the output of the Project from CI Eligible Customers ("Commitments to Enroll")] for at least thirty percent (30%) of the Contract Capacity]. *{SCE Comment: Select the applicable type of demonstration.}*
{SCE Comment: Applicable to Projects that do not have a municipal guarantee of meeting the Community Interest Requirement.}

[Seller has obtained:

- A guarantee from the municipality where the Project is located that [CI Eligible Customers have committed to Subscribe to at least thirty percent (30%) of the Contract Capacity] [CI Eligible Customers have provided Expressions of Interest sufficient to reach a Subscription rate of fifty-one percent (51%) of the

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Contract Capacity]. A copy of this guarantee is attached hereto.] {SCE Comment: Applicable to Projects that have a municipal guarantee of meeting the Community Interest Requirement.}

- [The CI Eligible Customers who have submitted [Expressions of Interest] [Commitments to Enroll] are as follows:*

Customer Information							
Customer Name (first and last)	Company/ Institution (if applicable)	Street Address	City	ZIP	County	Service Account (required for Commitments to Enroll)	Subscription (% of Contract Capacity)

{SCE Comment: Applicable to Projects that do not have a municipal guarantee of meeting the Community Interest Requirement.}

- [Documentation supporting each of the [Expressions of Interest] [Commitments to Enroll] in the form of Exhibit Q-2 or Q-3, as applicable, are attached hereto.] {SCE Comment: Applicable to Projects that do not have a municipal guarantee of meeting the Community Interest Requirement.}*

Very truly yours,

[Insert Seller’s full legal name, form of entity, and state of registration]

By: _____
 Name: _____
 Title: _____

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

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

**Exhibit Q-2
Expression of Interest Form**

{SCE Comment: The top portion of the following form should be populated by Seller with details concerning the Project, and then the lower portion should be completed by each CI Eligible Customer who has expressed interest in Subscribing to the output of the Project. Completed Expression of Interest forms should be submitted to SCE in conjunction with the Community Interest Requirement Attestation (Exhibit Q-1) before any construction activity at the Project Site.}

Project Information (to be completed by Seller)	
Developer Name	
Developer's Authorized Agent	
Title of Authorized Agent	
Phone Number	
Email Address	
Project Name	
Project Address	
Project Size	
Customer Information (to be completed by account holder or authorized representative only)	
First Name	
Last Name	
Company/Institution	
Phone Number	
Email Address	
Street Address	
City	
ZIP Code	
Proposed Subscription	
Service Account # (not required but preferred)	
Customer Account # (not required but preferred)	

I, _____, confirm that I am the account holder or authorized representative of the account holder for the account listed above and am expressing interest in the project owned by _____ described above. I also confirm that SCE is my current energy service provider, and I acknowledge that customers who receive energy service from other energy service providers or Community Choice Aggregators are ineligible to subscribe to the output of the project described above.

Customer Signature

Date

Authorized Agent Signature

Date

** End of Exhibit Q-2 **

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

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

**Exhibit Q-3
Commitment to Enroll Form**

{SCE Comment: The top portion of the following form should be populated by Seller with details concerning the Project, and then the lower portion of the Commitment to Enroll form should be completed by each CI Eligible Customer who has committed to Subscribe to the output of the Project. Commitments to Enroll should be submitted to SCE in conjunction with the Community Interest Requirements Attestation (Exhibit Q-1) before any construction activity at the Project Site.}

Project Information (To be completed by Seller)	
Developer Name	
Developer's Authorized Agent	
Title of Authorized Agent	
Phone Number	
Email Address	
Project Name	
Project Address	
Project Size	
Customer Information (To be completed by account holder or authorized representative only)	
First Name	
Last Name	
Company/Institution	
Phone Number	
Email Address	
Street Address	
City	
ZIP Code	
Subscription Commitment	
Service Account Number	
Customer Account Number	

I, _____, confirm that I am the account holder or authorized representative of the account holder for the account listed above and am committing to subscribe to the output of the project owned by _____ described above. I confirm that I have been provided with the estimated date for when this project will come online, as well as contract terms and pricing information. I also confirm that SCE is my current energy service provider, and I acknowledge that customers who receive energy service from other energy service providers or Community Choice Aggregators are ineligible to subscribe to the output of the project described above.

Customer Signature

Date

Authorized Agent Signature

Date

*** End of Exhibit Q-3 ***

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