ECR-DER ATTACHMENT 1

# PURCHASE AND SALE OF PRODUCT

## Project.

### Project. The “Project” consists of all of Seller’s Distributed Energy Resource(s), which when taken together constitute Seller’s Distributed Energy Resource Aggregation as more particularly described in Exhibit B *[and, with respect to the Shared Facilities, Seller’s interests in such Shared Facilities]* (the “Generating Facility”), Prevention Equipment, and Protective Apparatus, together with all materials, equipment systems, structures, features and improvements necessary to produce electric energy at the facility, excluding the Site, land rights and interests in land. *{SCE Note: Language applicable to projects that utilize Shared Facilities.}*

### Name. *[Generating Facility name* *and the name of each DER that constitutes the Generating Facility ]*.

### Delivery Point. The Delivery Point for the Project shall be at the point of interconnection with the CAISO Controlled Grid, *[insert name or location]* as set forth in Exhibit B. *{SCE Note: Placeholder for identifying location on CAISO Controlled Grid.* This will be the location on the CAISO-Controlled Grid associated with the Distributed Energy Resource Aggregation*.}*

### Interconnection Point. The Interconnection Point is *[insert* *the names or locations of each DER and identify the PNode associated with each DER]* as further specified in Exhibit B. *{SCE Note: Placeholder for name of substation or method of identifying location of interconnection to Transmission Provider’s electric system. First point of interconnection must be within SCE’s service territory.}*

### Interconnection Queue Position. *[Number(s) to be inserted]*.

### Location of Site. *[Generating Facility Addresses],[DER Site 1 Address:*

*DER Site 2 Address:*

*etc...., ]*

each of which is further described in Exhibit B.

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

### Description. As set forth in Exhibit B.

### ERR Type. *[Generation Technology]*.

### Site Location and Control.

#### This Agreement is specific to the DER Site set forth in Section 1.02 of this Attachment 1 and Exhibit 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.

#### Seller shall have Site Control *[and Shared Facilities Control]* from the Effective Date continuing throughout the Term. *{SCE Note: Language applicable to projects that utilize Shared Facilities.}*

#### Seller shall provide SCE with prompt Notice of any change in the status of Seller’s Site Control *[or Shared Facilities Control]*. *{SCE Note: Language applicable to projects that utilize Shared Facilities.}*

### Resource Type.

Full Capacity Deliverability Status

Energy Only

### 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 Note: select all that apply}*.

### Expected Annual Site Host Load. [#]. *{SCE Note: Excess-Sales Only.}*

## Contracted Amount.

The “Contracted Amount” consists of, collectively, the Contract Capacity, AC Nameplate Capacity, *[DC Rating] {SCE Note: Solar Photovoltaic only}* and the Expected Annual Net Energy Production, as set forth below.

### Contract Capacity: *[Number]* MW. *{SCE Note:* *This should equal the total AC nameplate capacity of the Generating Facility. For DERs, this will equal sum of all AC nameplate capacities for all DERs.}* The Contract Capacity, and each DER Contract Capacity, as applicable, may be reduced as set forth in Section 2.04(x) of this Attachment 1. Each DER Contract Capacity is:

*[DER Contract Capacity 1: [Number] MW;*

*[DER Contract Capacity 2: [Number] MW; etc…]*

*{SCE Note: 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.}.*

AC Nameplate Capacity: *[Number]* MW. *{SCE Note: This should be the sum of all Inverter Block Unit Capacities within the Generating Facility}*

*[*Installed DC Rating: *[Number]* kWPDC. *{SCE Note: This should be the Installed DC Rating of the Generating Facility. For DERs, this will equal sum of all DER Installed DC Ratings.}* The Installed DC Rating, and each DER Installed DC Rating, may be reduced as set forth in Section 2.04(x) of this Attachment 1. Each DER Installed DC Rating is:*[DER Installed DC Rating: [DER Installed DC Rating 1: [Number] kWPDC.*

*[DER Installed DC Rating 1: [Number] kWPDC.]*

{SCE Note: 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.}]*{SCE Note: For Solar Photovoltaic.}*

### Expected Annual Net Energy Production.

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*] {SCE Note: Solar Photovoltaic}* [- D] {SCE Note: For *DERs with Excess-Sales only}*

Where:

*[*A = As of the Effective Date and until SCE’s verification of Seller’s installation of the Generating Facility pursuant to Section 5.03 of this Attachment 1, the Installed DC Rating set forth in Section 1.03(a) of this Attachment 1. After the verification pursuant to Section 5.03 of this Attachment 1, the Demonstrated Installed DC Rating.*] {SCE Note: Solar Photovoltaic}*

*[*A = Contract Capacity.*] {SCE Note: All technologies except Solar Photovoltaic}*

*[*B = Annual Energy Yield Factor: *[Number]* kWh AC per kWPDC per year. *{SCE Note: this should be the annual AC energy in kWh that is expected to be delivered to SCE per installed peak DC power in kWPDC of Photovoltaic Modules}] {SCE Note: Solar Photovoltaic}*

*[B = [Number] % capacity factor x 8,760 hours per year.] {SCE Note: All technologies except Solar Photovoltaic}*

*[C* = Annual degradation factor in each Term Year as follows*:] {SCE Note: Solar Photovoltaic}*

| **Term Year** | **Annual Degradation Factor** |
| --- | --- |
| 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 Note: For DERs with Excess-Sales only }*

## Price.

### Subject to Sections 1.04(b) and 3.06 of this Attachment 1, the Product Price is: (i) *[Dollar amount text]* dollars (*$[Number]*) per MWh, for Subscribed Delivered Energy, (the “Subscribed Product Price”); and (ii) the lesser of (x) the DLAP Price plus the Renewable Energy Credit Market Price, and (y) the Subscribed Product Price, for Unsubscribed Delivered Energy (the “Unsubscribed Product Price”). The “Product Price” means the Subscribed Product Price or the Unsubscribed Product Price, as applicable.

## Exclusive Rights.

SCE’s exclusive rights to the Product and all benefits derived therefrom shall be subject to the following conditions:

### No action taken by SCE under Section 1.05 constitutes a transfer of, or a release of SCE of, its obligations under this Agreement.

### Subject to Seller’s obligations under this Agreement, SCE shall be responsible for any costs arising from or directly related to SCE’s accounting for or otherwise claiming Green Attributes, Capacity Attributes and Resource Adequacy Benefits.

### SCE shall retire Renewable Energy Credits associated with Subscribed Delivered Energy on behalf of Subscribed Customers.

## *[Resource Adequacy Provisions.*

*Seller’s obligation to deliver, and SCE’s obligation to purchase, Capacity Attributes, shall include the following:*

### *Full Capacity Deliverability Status. Seller shall apply for Full Capacity Deliverability Status in an amount equal to the Contract Capacity. Commencing on the Initial Delivery Date and continuing throughout the Delivery Period, Seller shall ensure that the Project is allocated the maximum amount of Full Capacity Deliverability Status it is eligible to receive by the CAISO.*

### *Effectuating SCE’s use of Capacity Attributes. At least six (6) months before the Initial Delivery Date and throughout the Delivery Period, Seller shall, at its own cost, take all actions and execute all documents or instruments necessary to effectuate the use of any and all Capacity Attributes and Resource Adequacy Benefits for SCE’s sole benefit throughout the Delivery Period, which actions include:*

#### *Cooperating with and encouraging the regional entity responsible for resource adequacy administration to certify or qualify the Project for resource adequacy purposes;*

#### *Cooperating with the CPUC, any other applicable Governmental Authority, and the CAISO to ensure completion of all RA Capacity Qualification Tests, in accordance with Section 5.03(a)(iii) of this Attachment 1, and otherwise testing the Project in order to certify the Project in accordance with RA Compliance Obligations;*

#### *Complying with all current and future RA Compliance Obligations applicable to the Project, including provisions regarding performance obligations and penalties, if applicable;*

#### *Pursuing and obtaining any and all Capacity Attributes and Resource Adequacy Benefits to the extent that Applicable Laws, including as may be changed after the Effective Date, allow for any Capacity Attributes or Resource Adequacy Benefits to be obtained other than by the completion of Delivery Network Upgrades (as defined in the CAISO Tariff and as applicable to the Project);*

#### *Executing all documents or instruments necessary, and provide all information otherwise needed, (1) for the Product to be shown on Supply Plans and RA Compliance Showings and to be used to satisfy RA Compliance Obligations; and (2) as required by the CAISO or CPUC for SCE to comply with Applicable Laws;*

#### *Engaging in commercially reasonable efforts to cause the Resource ID and the benefitting load serving entity SC identification number to be included in all applicable Supply Plans and to promptly communicate changes in such information to each other;*

#### *Take all actions necessary to allow SCE to perform its duties as an SC for the Project, including providing all information needed for SCE to include the Project on SCE’s Supply Plan, and providing any information requested by SCE related to the Project that is required to be provided to the CAISO or CPUC for SCE to comply with Applicable Laws.*

### *Delivery Obligations.*

#### *Showing Month Notice. For each Showing Month of the Delivery Period, if SCE is not the SC for the Project, and if Seller intends to deliver less than the NQC or EFC of the Project for any reason, then Seller shall, or shall cause the Project’s SC, to submit written notification to SCE, in accordance with Section 6.04 of this Attachment 1, and in no event later than fifteen (15) Business Days before the initial RA Compliance Showing deadline for such Showing Month (such timely notice, the “Showing Month Notice”), identifying the amount of NQC and EFC Seller intends to deliver to SCE.*

#### *Supply Plan Obligations. For each Showing Month of the Delivery Period, if SCE is not the SC for the Project, Seller shall, on a timely basis, submit, or cause the Project’s SC to submit, Annual Supply Plans and Monthly Supply Plans in accordance with the CAISO Tariff, RA Compliance Obligations, and Resource Adequacy Rulings, identifying and confirming the transfer of the maximum available NQC and EFC from Seller to SCE for each Showing Month (“Supply Plan Obligation”).*

#### *Excusable Adjustment to Capacity Attribute Delivery Obligations.*

##### *For each Showing Month that is part of the Delivery Period, if Seller provides a timely Showing Month Notice to SCE and complies with the outage requirements set forth in Article 6, Seller’s obligation to deliver, and SCE’s obligation to purchase, the Capacity Attributes of the Project may be reduced by the amount of any Planned Outages which exist with respect to any portion of the Project during the applicable Showing Month.*

### *Change in Capacity Attributes. If any change by the CAISO, CPUC or other Governmental Authority occurs that defines new or re-defines existing:*

#### *Local Capacity Areas, resulting in a decrease or increase in the amount of Capacity Attributes related to a Local Capacity Area provided hereunder, or resulting in the Project subsequently qualifying for a Local Capacity Area, there will be no change in payments made pursuant to this Agreement; and*

#### *Flexible RAR, resulting in an increase in the amount of Capacity Attributes related to Flexible RAR provided hereunder, or resulting in the Project, or a portion of the Project which did not previously qualify to satisfy Flexible RAR, subsequently qualifying to satisfy Flexible RAR, there will be no change in payments made pursuant to this Agreement.*

### *Compliance Expenditure Cap.*

#### *If the Project includes Capacity Attributes and if Seller establishes to SCE’s reasonable satisfaction that an RA Change in Law has occurred, then Seller’s out-of-pocket expenses in connection with any Compliance Actions with respect to such RA Change in Law (and any other RA Changes in Law established to SCE’s reasonable satisfaction) shall be limited to [\_\_\_\_\_] dollars ($\_\_\_) (“Compliance Expenditure Cap”) {SCE Comment: Dollar amount to be provided by SCE based upon the size of the Project—calculated at $3,000 per MW multiplied by the number of years remaining in the Term} in the aggregate throughout the Delivery Period.*

#### *If Seller reasonably anticipates the need to incur costs and expenses in excess of the Compliance Expenditure Cap in order to take any Compliance Action, Seller shall provide Notice to SCE within sixty (60) days after the enactment of such RA Change in Law of such anticipated costs and expenses, together with an explanation of the RA Change in Law and resulting change to Compliance Actions that would cause the increased costs or expenses.*

*SCE will have sixty (60) days to evaluate such Notice (during which time Seller is not obligated to take any Compliance Actions described in the Notice) and shall, within such time, either:*

##### *(1) agree to reimburse Seller for all or, to the extent such Compliance Actions may be partially accomplished (including through the installation of additional capacity), some portion of the costs and expenses that exceed the Compliance Expenditure Cap (such SCE-agreed upon costs, the “Accepted Compliance Costs”, and those costs not accepted, the “Rejected Compliance Costs”), and (2) waive Seller’s obligation to take such Compliance Actions for which costs exceed the Compliance Expenditure Cap and for which SCE has not agreed to reimburse Seller; or*

##### *(1) elect to receive payment from Seller of an amount equal to the Compliance Expenditure Cap within sixty (60) days of Notice of SCE’s election and (2) waive Seller’s obligation to take any Compliance Actions (whether they exceed the Compliance Expenditure Cap) with respect to the RA Change in Law.*

*Seller shall not be obligated to take any Compliance Actions referenced in Seller’s notice to SCE until SCE has agreed to reimburse Seller for the Accepted Compliance Costs related to such Compliance Actions. If SCE agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take all Compliance Actions covered by the Accepted Compliance Costs and SCE shall reimburse Seller for Seller’s reasonable, actual, and documented costs to accomplish the Compliance Actions, not to exceed the Accepted Compliance Costs.*

#### *If Seller believes that no reasonably practicable Compliance Actions are available with respect to an RA Change in Law, then Seller shall provide Notice to SCE within sixty (60) days after the enactment of such RA Change in Law together with an explanation of the RA Change in Law and why the potential Compliance Actions are not reasonably practicable. If SCE agrees that no reasonably practicable Compliance Actions are available with respect to such RA Change in Law, then Seller shall pay to SCE an amount equal to the Compliance Expenditure Cap within sixty (60) days after receipt of SCE’s Notice confirming that no reasonably practicable Compliance Actions are available with respect to such RA Change in Law. Payment of such amount will satisfy Seller’s obligations with respect to such RA Change in Law. If SCE disagrees that no reasonably practicable Compliance Actions are available with respect to such RA Change in Law, then:*

##### *SCE shall provide Notice to Seller, within thirty (30) days after receipt of Seller’s Notice, indicating the Compliance Actions that SCE believes are reasonably practicable;*

##### *Seller shall provide Notice to SCE, within thirty (30) days after receipt of SCE’s Notice, of the anticipated costs and expenses in excess of the Compliance Expenditure Cap to take such Compliance Actions; and*

##### *SCE shall have sixty (60) days to evaluate such Notice (during which time Seller is not obligated to take any Compliance Actions described in the Notice) and the Parties shall proceed in accordance with subsection (ii) above.]*

*{SCE Note: Full Capacity Deliverability Status projects only. All other projects, insert “Intentionally Omitted.”}*

## Green Attributes.

Seller’s obligation to deliver, and SCE’s obligation to purchase, Green Attributes, shall include the following:

### Throughout the Delivery Period, Seller (i) represents and warrants that Seller holds the rights to all Green Attributes from the Project, (ii) shall provide, dedicate and convey title to and possession of all Green Attributes associated with all electricity generation from the Project to SCE as part of the Product being delivered, (iii) represents and warrants that all energy generated by the Project results in the production of Renewable Energy Credits, and (iv) Seller shall convey title to all Green Attributes.

### Effectuating SCE’s use of Green Attributes. Commencing at least six (6) months before the Initial Delivery Date and throughout the Delivery Period, Seller shall, at its own cost, take all actions and execute all documents or instruments necessary to effectuate the use of any and all Green Attributes for SCE’s (or the Customer’s, as applicable) sole benefit throughout the Delivery Period, which actions include:

#### Committing the entire Metered Amounts to SCE;

#### Complying with Applicable Laws regarding the certification and transfer of Renewable Energy Credits, including participation in WREGIS or other process recognized under Applicable Laws for the registration, transfer or ownership of Green Attributes associated with the Project. Seller will take all actions to ensure SCE is the Account Holder and Qualified Reporting Entity for the Project throughout the Delivery Period, and shall register the Project as a Registered Generating Unit. Seller shall provide SCE with all supporting documents requested for registration approval, as required by WREGIS.

#### If Seller has sold Green Attributes (or product that would be considered Green Attributes under this Agreement if it were attributable to the Delivery Period) to any party other than SCE with respect to a period that is prior to the Initial Delivery Date of the Project, Seller shall, or shall cause such party to: (A) take all actions necessary for SCE to be the Account Holder as of the Initial Delivery Date of the Project, and (B) take all actions necessary for SCE to be the Qualified Reporting Entity prior to the generation of any WREGIS Certificates associated with deliveries of Renewable Product on and after the Initial Delivery Date of the Project. SCE agrees to transfer all WREGIS Certificates associated with generation from the Project prior to the Initial Delivery Date of the Project to Seller or Seller’s designee.

### Restrictions on Sales Related to Unincluded Capacity.

#### 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 Contract Capacity,*] {SCE Note: Solar Photovoltaic only}* the Demonstrated Contract Capacity or the DER Demonstrated Contract Capacity (“Unincluded Capacity”), subject to the remainder of this Section 1.07(c).

#### Neither Seller nor Seller’s Affiliates may sell, or enter into an agreement to sell, electric energy, Green Attributes, Capacity Attributes or Resource Adequacy Benefits associated with or attributable to Unincluded Capacity from any generating facility installed at the Site to a party other than SCE for a period of two (2) years following a reduction of Contract Capacity pursuant to Section 2.04(x) of this Attachment 1.

#### With respect to Seller’s Affiliates, the prohibition on contracting and sale as set forth in Section 1.07(c)(ii) of this Attachment 1 will not apply if, before entering into the contract or making a sale to a party other than SCE, any Seller’s Affiliate wishing to enter into a contract or sale provides SCE with a written offer to sell the electric energy, Green Attributes, Capacity Attributes and Resource Adequacy Benefits related to Unincluded Capacity to SCE on terms and conditions materially similar to or no less favorable to SCE than the terms and conditions contained in this Agreement and SCE fails to accept such offer within forty-five (45) days after SCE’s receipt thereof; provided, any Seller’s Affiliate wishing to enter into a contract or sale must:

##### Build a new generating facility separate from the Project to produce such additional electric energy and associated attributes;

##### Establish an entity other than Seller to act as the seller for such additional electric energy and associated attributes;

##### Meter such additional generating capacity separately from the Project, to SCE’s reasonable satisfaction; and

##### Separately interconnect such additional generating capacity to the T&D Provider’s system, to SCE’s reasonable satisfaction.

If the preceding conditions are met, Seller’s Affiliates (but not Seller) will be free to sell such additional electric energy and associated attributes to third parties.

### *[Bioenergy Benefits.*

*For all electric generation using biomethane as fuel, Seller shall transfer to SCE sufficient renewable and environmental attributes of biomethane production and capture to ensure that there are zero (0) net emissions associated with the production of electricity from the Generating Facility using the biomethane.*

*For all electric generation using biomethane as fuel, neither SCE nor Seller may make a marketing, regulatory, or retail claim that asserts that a procurement contract to which that entity was a party resulted, or will result, in greenhouse gas reductions related to the destruction of methane if the capture and destruction is required by law. If the capture and destruction of the biomethane is not required by law, neither SCE nor Seller may make a marketing, regulatory, or retail claim that asserts that a procurement contract to which that entity was a party resulted, or will result, in greenhouse gas reductions related to the destruction of methane, unless the environmental attributes associated with the capture and destruction of the biomethane pursuant to that contract are transferred to SCE and retired on behalf of the retail customers consuming the electricity associated with the use of that biomethane, or unless Seller’s procurement contract with the source of biomethane prohibits the source of biomethane from separately marketing the environmental attributes associated with the capture and destruction of the biomethane sold pursuant to that contract, and such attributes have been retired.] {SCE Note: Biomethane projects only.}*

# TERM AND DELIVERY PERIOD

## Initial Delivery Date.

The conditions to the “Initial Delivery Date” shall also include:

### The Project has achieved Commercial Operation and;

#### The Demonstrated Contract Capacity is greater than or equal to seventy-five percent (75%) of the Contract Capacity as of the Effective Date; and

#### The Project is constructed and installed in accordance with Exhibit B;

### Seller has completed the installation and testing of the Project for purposes of financing, Permits, the interconnection agreement, operating agreements, the EPC agreement and manufacturer’s warranties;

### Seller has received an Independent Engineer’s certification that the Project has been completed in all material respects (except punch list items that do not materially and adversely affect the ability of the Project to operate as intended);

### Seller has taken all steps necessary to allow SCE to be designated as the Account Holder in accordance with Section 1.07(d) of this Attachment 1;

### Seller has obtained CEC Pre-Certification;

### Seller has taken all steps necessary to ensure that SCE becomes authorized by the CAISO to Schedule the electric energy produced by the Project and aggregated by Seller to the Distributed Energy Resource Aggregation with the CAISO;

### Seller has obtained certification (the “CAISO Certification”) for the Generating Facility that such Generating Facility meets the certification and testing requirements for a generating facility set forth in the CAISO Tariff, including certification and testing;

### SCE has been authorized by the CAISO to Schedule the electric energy produced by the Project and aggregated by Seller to the Distributed Energy Resource Aggregation with the CAISO;

### Seller has demonstrated to SCE’s reasonable satisfaction that Seller has executed all necessary T&D Provider and CAISO agreements, including those applicable to a Distributed Energy Resource, a Distributed Energy Resource Provider, and a Distributed Energy Resource Aggregation;

### Seller has provided to SCE each of the numbers filed by the T&D Provider with FERC as a representation for all net electric energy losses or avoided losses, as filed by SCE at FERC, associated with the transmission of electric energy through the electric system from the high voltage side of the Project’s substation bus bar to the interface with the CAISO Controlled Grid, also known as the distribution loss factor (the “DLF”);

### Seller has received all approvals and authorizations required for Seller to perform its obligations under this Agreement;

### Seller has executed a “Participating Generator Agreement” (or has cooperated with SCE to aggregate the Project under an SCE Participating Generator Agreement, if applicable), a “Meter Service Agreement For CAISO Metered Entities,” as those terms are defined in the CAISO Tariff, and any other forms or agreements required by the CAISO with respect to the Project, and delivered true and complete copies of all such forms and agreements to SCE;

### Seller has entered into and complied in all material respects with all obligations under all interconnection agreements required to enable parallel operation of the Project with the T&D Provider’s electric system and the CAISO Controlled Grid;

### Seller is Forecasting to SCE in accordance with Section 6.04 of this Attachment 1;

### Seller has registered with the NERC as the Project’s Generator Owner and Generator Operator if Seller is required to be a registered entity pursuant to the NERC Reliability Standards;

### 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 M demonstrating such compliance;

### Seller shall have delivered to SCE no later than sixty (60) days prior to the anticipated Initial Delivery Date the Subscription Information and Bill Credit Instructions required under Section 6.08 of this Attachment 1 containing the information required by such report;

### SCE 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 2.04(q) of this Attachment 1 that: (x) such Customer has enrolled in SCE’s CR Tariff; and (y) the Subscription amount for such Customer (i) does not exceed one hundred twenty percent (120%) of such Customer’s forecasted annual load, as such load is reasonably determined by SCE based on historical usage data, and (ii) 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;

### Seller shall deliver to SCE an original legal opinion, in form and substance acceptable to SCE, and addressed to SCE. 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 (i) involve the offer or sale of securities that are registered under federal securities law and exempt from qualification under California securities law, (ii) involve the offer or sale of securities that are registered under federal securities law and are qualified under California securities law, (iii) involve the offer or sale of securities that are exempt from registration under federal securities law and are qualified under California securities law, or (iv) 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 SCE in its reasonable discretion. The Seller must submit to SCE 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;

### Seller has taken all steps necessary to ensure that SCE in its capacity as Scheduling Coordinator shall have access to the CAISO Approved DER Meter data;

### Seller has provided SCE with a copy of the Master File for the Distributed Energy Resource Aggregation;

### Seller has demonstrated to SCE’s reasonable satisfaction that the Generating Facility and each DER is a Qualifying Facility, as demonstrated by Seller’s receipt of a docket number assigned to Seller’s filing of FERC Form 556; and

### *[Seller has:*

#### *Obtained and delivered to SCE a certification that (A) the Project has Full Capacity Deliverability Status, as determined by the CAISO, for the purposes of counting an amount equal to the Contract Capacity towards RA Compliance Obligations and (B) the Project has Full Capacity Deliverability Status in an amount equal to the Contract Capacity.*

#### *Seller has obtained an NQC for the Project which is equal to the maximum amount for which the Project is eligible under the then-current Resource Adequacy Rulings;*

#### *Seller has obtained an EFC for the Project which is equal to the maximum amount for which the Project is eligible under the then-current Resource Adequacy Rulings;*

#### *Seller has complied with its obligation to timely submit a Supply Plan for the Showing Month associated with the Expected Initial Delivery Date] {SCE Note: Full Capacity Deliverability Status projects only.}*

### Modification of Contract Capacity.

#### If the Contract Capacity or a DER Contract Capacity, each as set forth in Section 1.03(a) is greater than the Demonstrated Contract Capacity or the applicable DER Demonstrated Contract Capacity, respectively, and the Demonstrated Contract Capacity is equal to or greater than seventy-five percent (75%) of the Contract Capacity as of the Effective Date,

##### 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;

##### *[*The Expected Annual Net Energy Production will be recalculated using such adjusted Contract Capacity; and

##### Prior to the Initial Delivery Date (and as a condition to its occurrence), Seller shall pay SCE an amount equal to the product of *[Dollar amount text]* dollars *($[Number*]){SCE Note: amount to be provided by SCE} per kW and the difference (in kWs) between the original Contract Capacity set forth in Section 1.03(a) and the Demonstrated Contract Capacity; provided that, with SCE’s consent, Seller may elect to apply its Development Security toward this payment.*] {SCE Note: For all technologies except Solar Photovoltaic}*

#### *[*If the Installed DC Rating or the DER Installed DC Rating, each as set forth in Section 1.03(a) is greater than the Demonstrated Installed DC Rating or the DER Demonstrated Installed DC Rating, respectively,

##### 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;

##### The Expected Annual Net Energy Production will be recalculated using such adjusted Installed DC Rating; and

##### Prior to the Initial Delivery Date (and as a condition to its occurrence), Seller shall pay SCE an amount equal to the product of *[Dollar amount text]* dollars *($[Number]){SCE Note: amount to be provided by SCE}* per kW and the difference (in kWs) between the original Installed DC Rating set forth in Section 1.03(a) and the Demonstrated Installed DC Rating; provided that, with SCE’s consent, Seller may elect to apply its Development Security toward this payment.*] {SCE Note: For Solar Photovoltaic}*

# PAYMENTS

## Payment Mechanisms.

### “Invoicing Party”: SCE

### “Paying Party”: SCE for Product Payments; Seller for Product Replacement Damage Amounts; and SCE or Seller, as applicable, for other amounts payable under this Agreement from time to time

### “Invoice Date”: The date that is ninety (90) days following the Invoice Calculation Period for which payment obligations are calculated

### “Payment Date”: The date that is ninety (90) days following the Invoice Calculation Period for which payment obligations are calculated

### “Invoice Calculation Period”: a calendar month

### Other Payment and Invoicing Requirements.

#### The invoice shall include documentation supporting any SCE penalties, Negative LMP Costs, CAISO Costs, CAISO Sanctions, or other applicable revenues, charges and offsets which affected the net amount in the invoice.

#### Any amounts owed by Seller under this Agreement 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 an Interest Payment if such bill credits are issued to Customer late, as a result of recomputation, error, or resolution of a disputed amount.

#### SCE shall make payment of each invoice related to the Unsubscribed Capacity directly to Seller and in accordance with Article 3. SCE and Seller acknowledge that payment to Seller under this Agreement of each invoice related to the Subscribed Delivered Energy shall be made by SCE 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 Article 3, and Seller hereby assigns any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers.

#### Notwithstanding any other provision in this Agreement, SCE is not obligated to provide a bill credit: (A) to any Customer that does not meet the requirements of this Agreement, or (B) if SCE 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.

## Obligation to Pay and Invoice.

### Throughout the Delivery Period, 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 3.02(b) of this Attachment 1, SCE has no obligation to purchase from Seller any Product that is not or cannot be delivered to the Delivery Point as a result of any circumstance, including:

#### An outage of the Generating Facility;

#### A Force Majeure under Article 8; or

#### A reduction or curtailment of deliveries in accordance with Section 6.01(f) of this Attachment 1, except as set forth in Section 3.02(b) of this Attachment 1*[*.*] {SCE Note: For Full Buy-Sells DERs} [;]{SCE Note: For DERs with Excess-Sales}*

#### *[An increase in the Site Host Load.] {SCE Note: For Full Buy-Sell DERs}*

### Subject to Section 3.03(b)(ii) of this Attachment 1, SCE will be obligated to pay Seller or issue bill credits to Customers for any Curtailed Product in each Term Year, in accordance with Article 3.

## Cost Responsibility Upon Commercial Operation.

### SCE Cost Responsibility.

Upon the Initial Delivery Date and for the remainder of the Delivery Period,

#### Except under the circumstances set forth in Section 3.03(b)(ii) of this Attachment 1, 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 3.04 of this Attachment 1;

#### Except as set forth in Section 3.03(b) of this Attachment 1, SCE shall be responsible for all CAISO Costs and CAISO Sanctions and have the right to receive all CAISO Revenues*[*; and

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

### Seller Cost Responsibility.

Upon the Initial Delivery Date and for the remainder of the Delivery Period:

#### *[*If in any hour of any month in the Delivery Period Seller fails to comply with its Forecasting requirements under Section 6.03 of this Attachment 1 with respect to Seller’s Forecast of available capacity only, and the sum of Energy Deviations for each of the Settlement Intervals in that hour exceed the Performance Tolerance Band, then Seller is liable for an SCE penalty equal to one hundred fifty percent (150%) of the Product Price in Section 1.04 for each MWh of Energy Deviation, or any portion thereof, in that hour.*] {SCE Note: Intermittent Only}*

*[Seller shall be responsible for all CAISO Costs for all Settlement Intervals where Energy Deviations exceed the Performance Tolerance Band.] {SCE Note: Baseload Only}*

“Energy Deviations” in kWh, means the absolute value of the difference, in kWh, in any Settlement Interval between (A) [Forecast-Derived Energy*] {SCE Note: Intermittent Only} [Expected Energy] {SCE Note: Baseload Only}*; and (B) Metered Amounts plus Lost Output.

The “Performance Tolerance Band,” shall be expressed in kWh, and is calculated as follows:

*[*Performance Tolerance Band = 3% \* Contract Capacity \* one (1) hour*] {SCE Note: Intermittent Only}*

*[Performance Tolerance Band = 3% \* Contract Capacity / The number of Settlement Intervals in the hour] {SCE Note: Baseload Only}*

#### SCE will not be obligated to pay Seller or issue bill credits to Customers for any Product that Seller delivers in violation of Sections 3.03(b)(vii) or 6.01(f) of this Attachment 1, and Seller shall pay all CAISO Sanctions and CAISO Costs, and SCE shall retain all CAISO Revenues resulting from such violation of Sections 3.03(b)(vii) or 6.01(f) of this Attachment 1.

#### If during any Settlement Interval Seller delivers Metered Amounts, expressed in MWh, in excess of the product of *[Number] {SCE Note: bracketed number should equal the lesser of the Contract Capacity and the maximum expected output at the Delivery Point, not to exceed the interconnection capacity}*, expressed in MW, multiplied by the length of such Settlement Interval, expressed in hours, then all such excess MWh in such Settlement Interval shall not be included in Qualified Amounts, and if there is a Negative LMP during such Settlement Interval, Seller shall pay to SCE an amount equal to the absolute value of the Negative LMP times such excess MWh (“Negative LMP Costs”).

#### If during any Term Year Seller delivers Metered Amounts, together with Curtailed Product, that are in the aggregate in excess of one hundred percent (100%) of the Expected Annual Net Energy Production, as set forth in Section 1.03(b) of this Attachment 1, for such Term Year and such Metered Amounts are not (A) subject to Section 3.03(b)(iii) of this Attachment 1 or (B) delivered in violation of Section 6.01(f) of this Attachment 1, then Seller shall be responsible for and pay all CAISO Sanctions and CAISO Costs and Seller shall be entitled to all CAISO Revenues with respect to all such excess Metered Amounts in such Term Year.

#### Seller must reimburse SCE for all CAISO Sanctions incurred by SCE as a result of Seller’s failure to adhere to its obligations under the CAISO Tariff or any CAISO directive, as such directive may be communicated to Seller by SCE, or as set forth in Sections 3.03(b)(ii), 3.03(b)(iii), and 6.01(f) of this Attachment 1. The CAISO Sanctions will be available for billing approximately one hundred twenty (120) days following the last day of the calendar month in which the event giving rise to the sanction occurs, or thirty (30) days after the CAISO final settlement data is available to SCE, whichever is sooner.

#### 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 all CAISO Sanctions and CAISO Costs and Seller shall be entitled to all CAISO Revenues with respect to such Metered Amounts.

#### SCE shall make monthly payments or issue bill credits calculated in the manner described in Section 3.04 of this Attachment 1.

## Product Payments.

Monthly payments and bill credits for Product delivered to SCE as of the Initial Delivery Date in accordance with the terms of this Agreement (“Product Payments”), will equal the sum of (i) all Product Payments for all periods in the month and (ii) any payments for Paid Curtailed Product, in the month and:

### 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

### 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% |

Each “Product Payment” will be calculated pursuant to the either of the following two formulas:

Product Payment (if Minimum Subscription Requirement is met) = A x (D - E - F) x [(I - H)/I] + G

Product Payment (if Minimum Subscription Requirement is not met) = B x (D - E - F) x [(I - H)/I] + G

Where:

*A* = Subscribed Product Price specified in Section 1.04 of this Attachment 1 in $/kWh (i.e., $/MWh/1000).

*B* = Unsubscribed Product Price specified in Section 1.04 of this Attachment 1 in $/kWh  
(i.e., $/MWh/1000).

*D* = The sum of Metered Amounts in kWh.

*E* = The sum of any amount of energy produced by the Project in violation of, or inconsistent with, any Dispatch Instruction, or for which SCE is not obligated to pay Seller as set forth in 3.02(a) of this Attachment 1, or for which Seller delivers in violation of Section 6.01(f) of this Attachment 1.

*F* = Any electric energy produced by the Generating Facility with respect to which Seller is responsible for Negative LMP Costs as set forth in Section 3.03(b)(iii) of this Attachment 1.

*G* = The sum of all CAISO Revenues less the sum of all CAISO Costs and CAISO Sanctions, with respect to electric energy produced by the Generating Facility as set forth in Section 3.03(b)(iii) of this Attachment 1.

*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 Agreement and the GTSR-CR Decisions regarding payment for Subscribed Delivered Energy as bill credits to Customers, the GTSR-CR Decisions shall control.

## Seller’s Energy Delivery Obligation.

On the commencement of the first Term Year and for every Term Year thereafter, Seller is subject to the electric energy delivery requirements and damages for failure to perform as set forth in this Section 3.05.

### Performance Requirements.

#### Seller’s Energy Delivery Obligation.

*[*“Seller’s Energy Delivery Obligation” for the twenty-four (24) month period immediately preceding the end of each Term Year commencing at the end of the second Term Year (“Deficiency Calculation Period”) is one hundred forty percent (140%) of the Expected Annual Net Energy Production.] *{SCE Note: Wind only.}*

*[*“Seller’s Energy Delivery Obligation” for the twenty-four (24) month period immediately preceding the end of each Term Year commencing at the end of the second Term Year (“Deficiency Calculation Period”) is one hundred seventy percent (170%) of the average of the two (2) Expected Annual Net Energy Production amounts applicable to the Deficiency Calculation Period.*] {SCE Note: All other intermittent technologies.}*

*[*“Seller’s Energy Delivery Obligation” for the twelve (12) month period immediately preceding the end of each Term Year commencing at the end of the first Term Year (“Deficiency Calculation Period”) is ninety percent (90%) of the Expected Annual Net Energy Production.*] {SCE Note: Baseload technologies.}*

#### Event of Deficient Energy Deliveries.

*[*At the end of each Term Year commencing with the end of the second Term Year, if the sum of Qualified Amounts plus any Lost Output (calculated in accordance with Exhibit K) in the applicable Deficiency Calculation Period does not equal or exceed Seller’s Energy Delivery Obligation, then an “Event of Deficient Energy Deliveries” will be deemed to have occurred and the shortfall amount (in kWh) will be the “Energy Shortfall Amount.”*] {SCE Note: Wind and solar only.}*

*[*At the end of each Term Year if the sum of the Qualified Amounts plus any Lost Output (calculated in accordance with Exhibit K) during the Term Year does not equal or exceed Seller’s Energy Delivery Obligation, then an “Event of Deficient Energy Deliveries” will be deemed to have occurred and the shortfall amount (in kWh) will be the “Energy Shortfall Amount.”] *{SCE Note: All other technologies.}*

### Product Replacement Damage Amount.

The Parties acknowledge that the damages sustained by SCE associated with an Event of Deficient Energy Deliveries would be difficult or impossible to determine, or that obtaining an adequate remedy would be unreasonably time consuming or expensive, and therefore agree that Seller shall pay SCE as liquidated damages an amount calculated under this Section 3.05(b) which is intended to compensate SCE for Seller’s failure to perform.

If an Event of Deficient Energy Deliveries occurs, Seller shall pay the “Product Replacement Damage Amount” calculated as follows:

Product Replacement Damage Amount = A \* B

Where:

*A* = the Energy Shortfall Amount for the applicable Deficiency Calculation Period

*B* = the largest Product Price for the applicable Deficiency Calculation Period, expressed in $/kWh

#### Within ninety (90) days after the end of the applicable Deficiency Calculation Period, SCE shall calculate any Product Replacement Damage Amount, and shall provide Notice to Seller of any Product Replacement Damage Amount owing, including a detailed explanation of, and rationale for, its calculation methodology, annotated work papers and source data.

#### Seller shall have thirty (30) days after receipt of SCE’s Notice to review SCE’s calculation and either pay the entire Product Replacement Damage Amount claimed by SCE or pay any undisputed portion and provide Notice to SCE of the portion Seller disputes along with a detailed explanation of, and rationale for, Seller’s calculation methodology, annotated work papers and source data.

#### The Parties shall negotiate in good faith to resolve any disputed portion of the Product Replacement Damage Amount and shall, as part of such good faith negotiations, promptly provide information or data relevant to the dispute as each Party may possess which is requested by the other Party.

#### If the Parties are unable to resolve a dispute regarding any Product Replacement Damage Amount within thirty (30) days after the sending of a Notice of dispute by Seller, either Party may submit the dispute to mediation and arbitration as provided in Article 12.

### Continuing Obligations of Seller.

Notwithstanding any payment of a Product Replacement Damage Amount, all of Seller’s obligations under Section 1.07 of this Attachment 1 shall continue to apply.

## Allocation of Resource Adequacy Capacity Product Payments and Charges.

During the Delivery Period, if the Project is subject to the terms of

### the Availability Standards, “Non-Availability Charges,” and “Availability Incentive Payments,” as those terms are defined by the CAISO Tariff, and as contemplated under the CAISO Tariff, or

### any similar standards, charges or payments that may be implemented for resources providing flexible capacity resource adequacy attributes or other types of Resource Adequacy Benefits,

any Availability Incentive Payments and other resulting payments will be for the benefit of Seller and for Seller’s account and any Non-Availability Charges and other resulting charges are the responsibility of Seller and for Seller’s account.

# DESIGN AND CONSTRUCTION OF PROJECT

## Provision of Information.

### Items to be provided by Seller pursuant to Section 4.05 shall include:

#### All applications and approvals or disapprovals relating to CEC Pre‑Certification, CEC Certification, CEC Verification, any Permit and PIRP/EIRP (if SCE requests Seller to apply to be in PIRP/EIRP);

#### All final and revised copies of material reports, studies and analyses furnished by the CAISO or any T&D Provider, and any correspondence related thereto, concerning the interconnection of the Generating Facility to the T&D Provider’s electric system or the transmission of electric energy on the T&D Provider’s electric system;

#### All notifications of adjustments in the DLF used by the T&D Provider in the administration of the transmission service agreement for the Generating Facility within thirty (30) days of receiving such notification from the T&D Provider;

#### All *[*reports prepared by an Independent Engineer concerning the electric energy producing potential of the Site or assessing the solar resource potential at the Site*] [Geothermal Reservoir Report] [Final Wind Report] {SCE Note: select appropriate technology or remove}*, and any revisions thereto, for the time period beginning on the Effective Date and ending on the last day of the first Term Year;

#### 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 Initial Delivery Date:

For the Generating Facility:

##### Site plan drawings for the Generating Facility and the Distributed Energy Resource Aggregation;

##### Electrical one-line diagrams;

##### Control and data-acquisition details and configuration documents;

##### Major electrical equipment specifications;

##### General arrangement drawings;

##### Longitude and latitude of each DER Site;

##### Artist renderings of the Site, if any;

##### Aerial photographs of the Site, if any;

##### Inverter specification;

##### *[Site plan drawing of the geothermal well field;*

##### *Process flow diagrams;*

##### *Piping and instrumentation diagrams;*

##### *Production and injection well flow rates and volumes;*

##### *Wellhead pressures;*

##### *Geothermal fluid chemistry;*

##### *Non-condensable gas composition;*

##### *Current inverter specification;]*

##### *[*Photovoltaic module specification;

##### Solar energy collection grid diagrams;*]*

##### *[Wind Turbine specification;*

##### *Wind energy collection grid diagrams;*

##### *Topographical maps showing the location of all Wind Turbines, and specifying the Wind Turbine model and Site-specific identification number; and]*

##### *[*Map showing the location of the Meteorological Equipment, including specifying the longitude and latitude of such.*]*

##### Utility transmission/distribution one-line diagram;

##### Physical location, address or descriptive identification;

##### Telephone number of control room;

##### Telephone number for operational issues; and

##### Telephone number for administrative issues.

#### A complete set of as-built drawings of the Generating Facility including civil, structural, mechanical and electric drawings and final process instrumentation diagrams, no later than ninety (90) days following the Initial Delivery Date; and

#### *[*The names of the Interconnection Point and the Delivery Point within thirty (30) days after Seller’s receipt of such information from the T&D Provider or CAISO, as applicable.*] {SCE Note: Applicable if the official names of the Interconnection Point or Delivery Point are not known as of the Effective Date.}*

### 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 N-1. Seller shall provide evidence supporting the attestation in the form of Exhibit N-2 or Exhibit N-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 4.05(b).

# INTERCONNECTION; METERING; TESTING

## Transmission and Interconnection.

Additional interconnection requirements for the Project pursuant to Section 5.01 shall include:

### Seller shall obtain and maintain throughout the Delivery Period 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.

### Seller shall comply with the CAISO Tariff, including securing and maintaining in full force all required CAISO agreements, certifications and approvals.

### Seller shall *[*secure through the CAISO the Resource ID that is to be used solely for the Generating Facility] *{SCE Note: For projects 500kW and above.} [*cooperate with SCE to aggregate the Project under an SCE aggregated Resource ID*] {SCE Note: For projects less than 500kW.}*.

### Seller shall comply with the requirements of the CAISO Tariff, or its equivalent successor, applicable to Distributed Energy Resources, a Distributed Energy Resource Provider, and a Distributed Energy Resource Aggregation.

## Metering, Communications, Dispatch and Telemetry.

### CAISO Approved 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.

### Check Meter.

Seller will permit SCE to furnish and install one SCE revenue-quality meter section or meter, which will include those devices normally supplied by SCE or Seller under the applicable utility electric service requirements (a “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:

#### Periodic, remote collection of revenue quality meter data; and

#### Back-up real-time transmission of operating-quality meter data.

### SCE’s Access to Meters.

#### Subject to Section 4.02, Seller hereby grants SCE reasonable access to all CAISO Approved DER Meters, CAISO Approved Meters and Check Meters for meter readings and any purpose necessary to effectuate this Agreement.

#### 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.

#### Prior to the Initial Delivery Date, Seller shall provide instructions to the CAISO granting authorizations or other documentation sufficient to provide SCE with access to the CAISO Approved DER Meter(s) and the CAISO Approved Meter(s) and to Seller’s settlement data on the Operational Metering Analysis and Reporting System operated and maintained by the CAISO as the repository of Settlement Quality Meter Data or its successor.

### CAISO Approved Meter Maintenance.

#### 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.

#### 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).

#### 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 the CAISO Approved Meter manufacturer.

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

#### 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).

#### 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.

### SCADA and Telemetry System.

All communication, metering, telemetry, and associated operation equipment will be centralized into the Distributed Energy Resource Aggregation’s SCADA. Seller shall configure the SCADA so that SCE may access it via an automated system to remotely monitor, dispatch, and control the Project in real-time (“Generation Management System”) from SCE’s Generation Operations Center. 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 Generation Operations Center.

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), if any, and the Distributed Energy Resource Aggregation’s control system with the CAISO infrastructure network (data highway) used by all CAISO participants to exchange data to and from resources and CAISO (the “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 6.01(f) of this Attachment 1.

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

#### Reporting data from each CAISO Approved Meter;

#### Providing the status of key control points from the Distributed Energy Resource Aggregation’s control system;

#### Routing resource unit set points to the Distributed Energy Resource Aggregation’s control system; and

#### Communicating availability of the Project pursuant to Section 5.02(g) of this Attachment 1.

The Telemetry System must include a remote intelligent gateway, internet connection, interconnecting cabling and all service agreements required for accessing the Energy Communication Network.

The above-mentioned connections and data transfer must be fully functional before the Initial Delivery Date.

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.

### *[*Meteorological Station(s) and Reporting Requirements.*] {SCE Note: Intermittent Only} {SCE Note: replace with “Intentionally Omitted” for all other technologies}*

*[*If required by 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 L to monitor and report weather data to both the CAISO and SCE.

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.

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 *[*photovoltaic modules, inverters,*] [Wind Turbines, the wind rose for the Site,] [solar generating units,]* and other prominent features, as applicable. {*SCE Note: 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 Seller. Furthermore, Seller shall calibrate all thermopile pyranometers, regardless of type, every Term Year and upon SCE’s reasonable request.] *{SCE Note: Solar photovoltaic only.}*

### Real-Time Communication of Availability.

#### Prior to the Initial Delivery 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 cumulative available capacity of the Project on a real-time basis.

#### Seller shall maintain the telecommunications path, the hardware, and software to provide quality data to SCE throughout the Delivery Period.

#### 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:

##### Inoperable telecommunications path;

##### Inoperable software; or

##### Faulty instrumentation.

### SCE’s Check Meter.

#### Providing Access to Seller.

Before Commercial Operation, SCE shall provide to Seller remote access to the Check Meter through a website as specified by SCE. SCE may change the website and protocols from time to time.

#### Testing of Check Meter.

SCE may test and recalibrate the Check Meter(s) at least once every Term Year. The Check Meter(s) will be locked or sealed, and the lock or seal will be broken, only by a SCE representative. Seller has the right to be present whenever such lock or seal is broken. SCE shall replace the battery of the Check Meter(s) at least once every 36 months; provided, if a Check Meter battery fails, SCE shall promptly replace such battery.

#### Use of Check Meter for Back-Up Purposes.

##### SCE may routinely compare the Check Meter data to the CAISO Approved Meter data after adjusting the Check Meter for any compensation introduced by the CAISO into the CAISO Approved Meter(s).

##### 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%, 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(s) or CAISO Approved Meter(s), as applicable.

##### SCE will bear its own costs for any meter check or recertification of the Check Meter(s).

#### Testing procedures and standards for the Check Meter(s) will be the same as for a comparable SCE-owned revenue-grade meter. Seller has the right to have representatives present during all such tests.

### Aggregation Costs.

Seller shall not bear any costs attributable to aggregation of the Project under an aggregated Resource ID, including the cost of obtaining an aggregated Resource ID, if any. Installation of the metering, communications, dispatch, and telemetry systems required in this Section 5.02 is not considered attributable to the aggregation of the Project, and costs for such systems shall be borne by the Seller as provided in this Section 5.02.

## Testing.

### Demonstration of Contract Capacity.

Seller shall provide at least *[*thirty (30) days prior Notice to SCE of the date*] {SCE Note: Intermittent only.} [ten (10) Business Days prior Notice to SCE of the date and hour (“Demonstration Hour”)] {SCE Note: Baseload only.}* during which Seller intends to demonstrate the Contract Capacity and DER Contract Capacity. Upon SCE’s request, Seller shall make reasonable efforts to reschedule this demonstration.

*[*SCE shall complete a site visit on this date to verify that the Generating Facility was developed in accordance with Exhibit B and to determine the Generating Facility’s total rated electric Alternating Current energy generating capacity which will equal the sum of the *[*Inverter Block Unit Capacity of all Inverter Block Units in the Generating Facility*] {SCE Note: Solar Photovoltaic Only} [manufacturer’s nameplate ratings of all installed Wind Turbines, consistent with Prudent Electrical Practices and accepted Industry Standards, as indicated on the nameplates physically attached to the individual Wind Turbine generators,] {SCE Note: Wind Only} [Metered Amounts for the Demonstration Hour] {SCE Note: All other technologies}* (the “DER Demonstrated Contract Capacity”), the sum of each DER Demonstrated Contract Capacity (the “Demonstrated Contract Capacity”)*[*, the sum of the Photovoltaic Module DC Ratings for all photovoltaic modules of a particular Distributed Energy Resource actually installed at the Site (the “DER Demonstrated Installed DC Rating”), and the sum of each DER Demonstrated Installed DC Rating (the “Demonstrated Installed DC Rating”).*] {SCE Note: Solar Photovoltaic Only}] {SCE Note: Intermittent Only}*

*[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 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.] {SCE Note: Baseload Only}*

If the Demonstrated Contract Capacity is not equal to or greater than the Contract Capacity as of the Effective Date, then, subject to meeting the Initial Delivery Deadline, Seller may retest the Generating Facility by repeating the process set forth in this Section 5.03(a).

### *[RA Demonstration.*

*Seller shall schedule and complete any tests required by the CPUC, any other applicable Governmental Authority, or the CAISO and provide all information required by the CPUC, any other applicable Governmental Authority, or the CAISO, in order for the Generating Facility to obtain published results from CAISO regarding its NQC and EFC. Seller shall complete such activities in sufficient time to achieve the Expected Initial Delivery Date, but in no event later than sixty (60) days prior to the Initial Delivery Deadline, as such date may be extended in accordance with this Agreement.]{SCE Note: For Full Capacity Deliverability Status Projects only.}*

## Certification.

### Obtaining and Maintaining CEC Certification and CEC Verification.

#### Within one hundred eighty (180) days after the Effective Date, Seller shall file an application or other appropriate request for provisional certification of the proposed Generating Facility as an ERR by the CEC upon submission by a facility of a complete application and required supplemental information (“CEC Pre‑Certification”).

#### Within thirty (30) days after the Initial Delivery Date, Seller shall file an application or other appropriate request with the CEC for certification by the CEC that each Distributed Energy Resource, the Distributed Energy Resource Aggregation, or the Generating Facility, as applicable, is an ERR for purposes of the California Renewables Portfolio Standard and that all electric energy produced by the Generating Facility qualifies as generation from an ERR for purposes of the California Renewables Portfolio Standard (“CEC Certification”).

#### Seller shall take all necessary steps, including making or supporting timely filings with the CEC, to obtain and to maintain throughout the Delivery Period (i) CEC Certification and (ii) verification by the CEC based on ongoing reporting by Seller that the Generating Facility is an ERR for purposes of the California Renewables Portfolio Standard and that all electric energy produced by the Generating Facility qualifies as generation from an ERR for purposes of the California Renewables Portfolio Standard (“CEC Verification”).

#### Upon request by SCE, Seller shall provide copies of all correspondence and documentation exchanged between the CEC and Seller.

### CAISO Certification.

Seller shall provide all CAISO Certification test results for each initial or subsequent test of the Project within three (3) Business Days after Seller’s receipt. Nothing in this Agreement, including the Exhibits, shall be amended to reflect the outcome of any CAISO Certification.

# SELLER’S OPERATION, MAINTENANCE AND REPAIR OBLIGATIONS

## Seller’s Operation and Record Keeping Obligations.

In addition to the obligations set forth in Section 6.01, Seller shall:

### Comply with operating orders, interconnection agreements, CAISO Tariff provisions, and Applicable Laws relating to the Product. SCE shall have no liability for the failure of Seller to comply with such operating orders, CAISO Tariff provisions, or Applicable Laws, including any penalties, charges or fines imposed on Seller for such noncompliance.

### Keep a daily operations log for the Generating Facility that shall include the following information:

#### Availability of the *[*Inverter Block Units and associated inverters*] {SCE Note: Solar Photovoltaic only.} [*Generating Facility] *{SCE Note: All other technologies.}*;

#### Circuit breaker trip operations;

#### Any significant events related to the operation of the Generating Facility;

#### Real and reactive power and energy production;

#### Changes in operating status;

#### Protective Apparatus operations;

#### Any unusual conditions found during inspections;

#### Electric energy production, fuel consumption and efficiency (if applicable); and

#### Status and settings of generator controls including automatic voltage regulator and power system stabilizer.

### *[*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 Note: Solar Photovoltaic only.}*

*[Log changes in the generator output setting if it is “block-loaded” to a specific kW capacity.]  
{SCE Note: Baseload only.}*

*[Maintain complete records of the Generating Facility’s wind speeds and other pertinent meteorological conditions and operational status of each Wind Turbine.]  
{SCE Note: Wind only.}*

*[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 Note: Solar Thermal only.}*

*[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 Note: Biomass and Geothermal only.}*

### 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.

### 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.

### Promptly curtail the production of the Generating Facility:

#### Upon notice from SCE that Seller has been instructed by the CAISO or T&D Provider to curtail energy deliveries; provided, solely the action of the CAISO issuing a Schedule shall not by itself, without other factors, constitute an instruction by the CAISO to curtail energy deliveries pursuant to this Section 6.01(f)(i);

#### Upon notice that Seller has been given a curtailment instruction or similar instruction in order to respond to an Emergency; or

#### If SCE issues a Curtailment Order.

Notices of curtailment may be oral, written, or sent via the Telemetry System and must be made in accordance with accepted industry practices for such notices.

### At least thirty (30) days prior to the start of the Delivery Period, and whenever such information changes during the Delivery Period, within ten (10) days after such change, provide accurate and complete operating characteristics of the Generating Facility in compliance with the CAISO Tariff.

### At SCE’s request, make all reasonable efforts to deliver Energy to the Delivery Point at an average rate of delivery at least equal to the Contract Capacity during periods of CAISO-declared system emergency for as long as necessary to respond to the CAISO-declared system emergency.

## 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.

### Designating SCE as Scheduling Coordinator.

At least thirty (30) days before the Initial Delivery Date, Seller shall take all actions and execute and deliver to SCE all documents necessary to authorize or designate SCE as the Scheduling Coordinator throughout the Delivery Period. If SCE is not fully authorized as the SC for the Project as of the beginning of the Delivery Period and such delay is:

#### due solely to Seller’s failure to comply with the terms of this Agreement and the CAISO Tariff related to authorizing SCE as SC, then until SCE is fully authorized as the SC for the Project, (A) SCE shall be entitled to the Product but (B) Seller shall not be entitled to any payment under this Agreement;

#### due solely to SCE’s failure to comply with the terms of this Agreement and the CAISO Tariff related to authorizing SCE as SC, then, until SCE is fully authorized as the SC for the Project, SCE shall not be entitled to the Energy; or

#### due to either failure of the CAISO to perform the actions necessary to authorize SCE as SC, or the failure of both Parties to comply with the terms of this Agreement and the CAISO Tariff with respect to authorizing SCE as SC, then, until SCE is fully authorized as the SC for the Project, (A) SCE shall not be entitled to the Product, and (B) Seller shall not be entitled to any payment under this Agreement.

Throughout the Delivery Period, Seller shall not authorize or designate any other party to act as SC, nor shall Seller perform for its own benefit the duties of SC, and Seller shall not revoke SCE’s authorization to act as SC unless agreed to in writing by SCE. SCE, in its capacity as SC, shall submit bids and schedules to the CAISO in accordance with the CAISO Tariff. Seller shall reasonably cooperate with SCE in performing any actions necessary prior to the start of the Delivery Period to allow the Project to be (x) charged or dispatched (or otherwise scheduled to operate) for the first day of the Delivery Period and (y) reported to or scheduled with the CAISO pursuant to the CAISO Tariff, either through the CAISO’s outage management system or as otherwise required by the CAISO.

No later than two (2) weeks prior to the first day of the Delivery Period, Seller shall take all actions necessary with the CAISO and SCE to ensure that by the day immediately prior to the first (1st) day of the Delivery Period, the “Master File”, as defined by the CAISO Tariff, and the RMR Contract, if applicable, reflect the values that SCE deems appropriate based on the requirements set forth in this Agreement. If, at any time prior to the termination of this Agreement, any action or inaction of Seller, or a condition of the Project could result in a revision to the Master File or to an RMR Contract (if applicable), then Seller shall promptly give Notice to SCE.

Seller is responsible for and shall pay SCE an “SC Set-Up Fee” equal to twenty thousand dollars ($20,000).

### SCE’s Scheduling Coordinator Obligations.

#### SCE’s obligations, in its capacity as SC, shall be limited to the following:

##### CAISO Notices. Throughout the Delivery Period, subject to Seller complying with its obligations under this Agreement, SCE, as SC, shall transfer Dispatch Notices from the CAISO to Seller, and transfer outage information provided by Seller to the CAISO.

##### CAISO Settlements. Throughout the Delivery Period, SCE, as SC, shall be responsible for all settlement functions with the CAISO related to the Project, including, if applicable, as RMR Contract settlement coordinator in accordance with the terms of this Agreement. Seller shall cooperate with SCE in SCE’s performance of any settlement functions, and Seller shall promptly deliver to SCE all Project data and any correspondence or communications with the CAISO related to the Project, including any invoices or settlement data, in the format reasonably requested by SCE.

### Terminating SCE’s Designation as SC. At least thirty (30) days prior to the expiration of the Delivery Period, or, in the event of an Early Termination Date being declared, two (2) Business Days prior to the Early Termination Date, the Parties will take all actions necessary to terminate the designation of SCE as SC as of the hour ending 12:00 a.m. on the final date of the Delivery Period (“SC Replacement Date”). Such actions include the following:

#### Seller shall (A) submit to the CAISO a designation of a new SC to replace SCE effective as of the SC Replacement Date, and (B) cause its newly designated SC to submit a letter to the CAISO accepting the designation; and

#### SCE shall submit a letter to the CAISO resigning as SC effective as of the SC Replacement Date.

Seller bears sole responsibility for locating, selecting, and reaching agreement on terms with any replacement SC.

## Forecasting.

### The Parties shall abide by the Forecasting and scheduling requirements and procedures described below and shall agree upon reasonable changes to these requirements and procedures from time to time, as necessary to: (i) accommodate changes to their respective generation technology and organizational structure; (ii) address changes in the operating and scheduling procedures of both SCE and the CAISO, including automated forecast and outage submissions; and (iii) comply with the CAISO Tariff.

### Seller shall use commercially reasonable efforts to operate the Generating Facility so that the available capacity or electric energy from the Generating Facility conforms with its Forecasts.

### No later than thirty (30) days before any day designated for Commercial Operation, Seller shall provide SCE, via the Web Client, with a 30‑day, hourly Forecast of either or both:

#### Capacity, in MW; or

#### Electric energy, in MWh

as directed by SCE, for the thirty (30) day period commencing on the Initial Delivery Date.

### If, after submitting the Forecast pursuant to Section 6.04(c) of this Attachment 1, Seller learns that Commercial Operation will occur on a date and time other than that reflected on the Forecast, Seller shall provide an updated Forecast reflecting the new Initial Delivery Date at the earliest practicable time but no later than 5:00 p.m. on the Wednesday before the revised Initial Delivery Date, if Seller has learned of the new Initial Delivery Date by that time, but in no event less than three (3) Business Days before the actual Initial Delivery Date.

### If the Web Client becomes unavailable, Seller shall provide SCE with the Forecast by (in order of preference unless the Parties agree to a different order) electronic mail, facsimile transmission or, as a last resort, telephonically to Real-Time Scheduling, as set forth in Exhibit E.

### The Forecast, and any updated Forecasts, must:

#### Not include any anticipated or expected electric energy losses after the CAISO Approved Meter or Check Meter; and

#### Limit hour-to-hour Forecast changes to no less than two hundred fifty (250) kWh, or 0.25 MW, as applicable, during any period when the Web Client is unavailable. Seller shall have no restriction on hour-to-hour Forecast changes when the Web Client is available.

### Commencing on or before 5:00 p.m. of the Wednesday before the first week covered by the Forecast provided pursuant to Section 6.03(c) of this Attachment 1 above and on or before 5:00 p.m. every Wednesday thereafter until the end of the Delivery Period, Seller shall update the Forecast for the thirty (30) day period commencing on the Sunday following the weekly Wednesday Forecast update submission. Seller shall use the Web Client, if available, to supply this weekly update or, if the Web Client is not available, Seller shall provide SCE with the weekly Forecast update by e-mailing SCE.

### Forecasting Electric Energy.

If Seller is Forecasting electric energy, in accordance with SCE’s instructions, and Seller learns of any change in the *[*total*]* {SCE Note: For *Full Buy-Sell* only} [excess] {SCE Note: For *Excess-Sales only*} 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:

#### 5:00 a.m. on the day before any day impacted by the change, if the change is known to Seller at that time. If the Web Client is not available, Seller shall e-mail these changes to [presched@sce.com](mailto:presched@sce.coma) and immediately follow up with a phone call to SCE’s Day-Ahead Scheduling Desk in accordance with Exhibit E;

#### Thirty (30) minutes before the commencement of any hour impacted by the change, if the change is known to Seller at that time; or

#### If the change is not known to Seller by the timeframes indicated in (i) or (ii) above, within twenty (20) minutes after Seller became aware or, using best efforts, should have become aware of the commencement of the event which caused the energy forecast change, e-mail changes to realtime@sce.com and immediately telephone SCE’s Real-Time Scheduling in accordance with Exhibit E.

### Forecasting Available Capacity.

#### Seller shall provide an updated Forecast to SCE if (x) Seller learns of any change in the total available capacity 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 Seller is required to report under the provisions of the CAISO Tariff related to PIRP/EIRP and under other applicable provisions of the CAISO Tariff related to availability and outage reporting and (y) one of the following conditions is met:

##### Seller is Forecasting available capacity, in accordance with SCE’s instructions;

##### Seller does not provide real-time communication of availability as provided in Section 5.02(g) of this Attachment 1;

##### The telecommunications path to obtain real-time data is inoperable; or

##### Instrumentation is providing faulty or incorrect data.

#### This updated Forecast must be submitted to SCE via the Web Client by no later than:

##### 5:00 a.m. on the day before any day impacted by the change, if the change is known to Seller at that time. If the Web Client is not available, Seller shall e-mail these changes to presched@sce.com and immediately telephone SCE’s Day-Ahead Scheduling Desk in accordance with Exhibit E;

##### Thirty (30) minutes before the commencement of any hour impacted by the change, if the change is known to Seller at that time; or

##### If the change is not known to Seller by the timeframes indicated in (A) or (B) above, within twenty (20) minutes after Seller becomes aware or, using best efforts, should have become aware of the event which caused the availability change, e-mail changes to realtime@sce.com and immediately telephone SCE’s Real-Time Scheduling in accordance with Exhibit E.

#### Seller’s updated Forecast must reflect the following information:

##### The beginning date and time of the change;

##### The expected ending date and time of the event;

##### The expected availability, in MW (if so instructed by SCE);

##### The expected energy, in MWh (if so instructed by SCE); and

##### Any other information required by the CAISO as communicated to Seller by SCE.

## Scheduled Outages.

### Commencing at least sixty (60) days before the Initial Delivery Date and throughout the Delivery Period, Seller shall, no later than January 1, April 1, July 1 and October 1 of each year, submit to SCE, using the Web Client, Seller’s schedule of proposed planned outages (“Outage Schedule”) for the following twenty-four month period.

### Unless agreed to in writing and coordinated in advance by the Parties, no outages shall be scheduled or planned from each *[May 1 through September 30 or TBD]* during the Delivery Period. If Seller has a previously scheduled outage that becomes coincident with a CAISO-declared system emergency, Seller shall make all reasonable efforts to reschedule such scheduled outage.

### Seller shall provide the following information for each proposed planned outage:

#### Description of the work to be performed during the planned outage;

#### Start date and time;

#### End date and time; and

#### Capacity online, in MW, during the planned outage.

### SCE shall notify Seller in writing of any request for changes to the Outage Schedule, and Seller shall, consistent with Prudent Electrical Practices, accommodate SCE’s requests regarding the timing of any planned outage; provided that the CAISO agrees to such changed timing.

### Seller must provide Notice to SCE at least sixty (60) days prior to the start of any planned outage.

### Seller shall cooperate with SCE to arrange and coordinate all Outage Schedules with the CAISO in compliance with the CAISO Tariff.

### If a condition occurs at the Generating Facility which causes Seller to revise its planned outages, Seller shall promptly provide Notice to SCE, using the Web Client (with a second Notice to SCE’s Outage Desk if the planned outage is more than three (3) months in the future), of such change (including an estimate of the length of such planned outage) as required in the CAISO Tariff after the condition causing the change becomes known to Seller.

### Seller shall promptly prepare and provide to SCE upon request, using the Web Client, all reports of actual or forecasted outages that SCE may reasonably require for the purpose of enabling SCE to comply with Section 761.3 of the California Public Utilities Code, the CAISO Tariff, or any Applicable Law mandating the reporting by investor owned utilities of expected or experienced outages by electric energy generating facilities under contract to supply electric energy.

## Lost Output Report.

### Monthly Report; SCE Review.

Commencing on the Initial Delivery Date and continuing throughout the Delivery Period, Seller shall calculate Lost Output and prepare and provide to SCE a Lost Output Report by the tenth (10th) Business Day of each month that is within the Delivery Period in accordance with Exhibit K.

SCE will have thirty (30) days after receipt of Seller’s monthly Lost Output Report or Supplemental Lost Output Report to review such report.

Upon SCE’s request, Seller shall promptly provide to SCE any additional data and supporting documentation necessary for SCE to audit and verify any matters in the Lost Output Report.

### Disputes of Lost Output.

If SCE disputes Seller’s Lost Output calculation, SCE shall provide Notice to Seller within thirty (30) days after receipt of Seller’s Lost Output Report and include SCE’s calculations and other data supporting its position.

The Parties shall negotiate in good faith to resolve any Disputes regarding the Lost Output calculation.

Seller will have no right to claim any Lost Output for any month that was not identified in the original Lost Output Report for that month; provided, Seller may supplement the amount of Lost Output claimed (“Supplemental Lost Output”) for the month with a Supplemental Lost Output Report (“Supplemental Lost Output Report”) if Seller can demonstrate that Seller neither knew nor could have known through the exercise of reasonable diligence about the Supplemental Lost Output within the foregoing thirty (30) day period and Seller provides the Supplemental Lost Output Report within ten (10) Business Days after learning the facts which provide the basis for the Supplemental Lost Output claim; provided further, in no event will SCE be obligated to accept a Supplemental Lost Output Report after thirty (30) days following the end of the applicable Term Year.

## Operational Notices.

### Actual Availability Report.

#### Throughout the Delivery Period, Seller shall prepare and provide to SCE a report with the sum of the capacity, in MWs, of all *[*inverters*] {SCE Note: Solar Photovoltaic Only} [generating units] {SCE Note: all other technologies}* of the Generating Facility and of each Distributed Energy Resource that were available at the end of the Settlement Interval, as measured by Seller’s SCADA equipment, (an “Actual Availability Report”) for each month. The data presented in the Actual Availability Report must not reflect any electric energy losses between the CAISO Approved Meter or Check Meter and the Delivery Point.

This report must be created on a single, dedicated worksheet in a form provided by SCE and set forth in Exhibit H and must be delivered electronically to SCE no later than the seventh (7th) Business Day following the end of the month which is the subject of the Actual Availability Report.

#### Upon SCE’s request, Seller shall promptly provide to SCE any additional data and supporting documentation necessary for SCE to audit and verify any matters set forth in the Actual Availability Report.

### *[*Seller’s Provision of Historic Data.*] {SCE Note: Solar or Wind} {SCE Note: Replace with “Intentionally Omitted” for all other technologies}*

#### *[*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 Initial Delivery Date.

Seller shall provide data from additional years if any such data is available.

#### Data Parameters.

For each equipment station that is installed, Seller shall provide the following data to the extent such data has been recorded:

##### *[*Total global irradiance;*] {SCE Note: Solar only}*

##### Wind direction;

##### Wind speed;

##### Air temperature;

##### Barometric pressure;

##### Relative humidity;

##### Elevation of the station; and

##### Latitude and longitude of the station.

#### Format of Data.

Seller shall provide the data:

##### In the format to be specified by SCE; and

##### In the interval in which such data was recorded.*] {SCE Note: Solar and Wind only. For wind, SCE will require such information from Seller if the Site is in an area for which SCE has no historic information.}*

### Notice of Cessation or Termination of Service Agreements.

Seller shall provide Notice to SCE within one (1) Business Day after termination of, or cessation of service under, any agreement necessary to deliver Product to SCE at the Delivery Point or to meter the Metered Amounts.

### Communication Protocols.

The communication protocols in this Section 6.06(d) shall be modified, at SCE’s reasonable discretion, as market conditions and rules evolve.

#### Intra-day Communication.

All communications and notices between the Parties that occur intra-day and intra-hour for the applicable day shall be provided electronically or telephonically as SCE directs to the applicable Party.

If to Seller, such notices and communications shall be provided to the following contact, in order of priority, (1) *[\_\_\_\_\_\_\_\_\_\_\_]*, (2) *[\_\_\_\_\_\_\_\_\_\_\_]*, (3) *[\_\_\_\_\_\_\_\_\_\_\_]*. If to SCE, such notices and communications shall be provided to Real-Time Scheduling, as set forth in Exhibit E. Each Party shall confirm all intra-day communication either electronically or via telephone as soon as practicable.

#### Communication Failure.

In the event of a failure of the primary communication link between Seller and SCE, both Parties will try all available means to communicate, including cell phones or additional communication devices.

#### System Emergency.

SCE and Seller shall communicate as soon as possible all changes to the schedule requested by the CAISO as a result of a system emergency.

#### Staffing.

The Parties will have available 24 hours a day, seven days a week, personnel available to communicate regarding the implementation of this Section 6.07(d).

### Record Keeping & Provision of Other Information.

#### 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.

#### 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.

#### 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 SCE:

##### 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

##### A completed copy of SCE’s “QF Efficiency Monitoring Program – Cogeneration Data Reporting Form,” substantially in the form of Exhibit O-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.

#### 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 SCE:

##### 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

##### A completed copy of “Fuel Use Standards – Small Power Producer Data Reporting Form,” substantially in the form of Exhibit O-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.

## Subscription.

Seller shall provide SCE with Subscription Information and Bill Credit Instructions in the format set forth in Exhibit M (as such Exhibit M may be modified by the SCE 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 M, such Subscription Information and Bill Credit Instructions to be delivered no later than sixty (60) days prior to the Initial Delivery 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 SCE’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 SCE with updated Subscription Information and Bill Credit Instructions. SCE 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.

## Assignment of Payments.

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

## Green-e® Energy.

### Throughout the Delivery Term, Seller shall:

#### Comply with the Green-e® Energy eligibility criteria, requirements and best practices as updated from time to time by Green-e® Energy;

#### Provide all forms, disclosures and other documentation required by SCE and its auditors in connection with the annual Green-e® Energy verification and audit;

#### Provide to SCE a copy of all annual Disclosure Documents that it provides to Customers; and

#### Provide SCE 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 SCE.

### Throughout the Delivery Term and surviving expiration of the Agreement, Seller shall disclose information requested by SCE or Green-e® Energy for Green-e® Energy certification, including but not limited to information related to:

#### Seller agreeing to provide Green-e® Energy certified resources to all Customers;

#### Seller agreeing to abide by Green-e® Energy requirements and best practices as specified on the Green-e® Energy website;

#### 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;

#### Seller maintaining a webpage with disclosures about the Project, Seller’s customer service contact information, and links to both SCE’s CR webpage and the Green-e® Energy website;

#### 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 Initial Delivery Date and annually thereafter (and in each case with a copy to SCE), 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 SCE’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

#### Seller’s compliance with Green-e® Energy’s annual verification and audit.

## 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 SCE 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 SCE’s CR Tariff webpage, a link to the Green-e® Energy website, and customer service contact information.

## 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 SCE with all documents necessary to enable SCE to retire greenhouse gas allowances on behalf of Customers in compliance with the California Air Resources Board’s Voluntary Renewable Electricity Program.

## 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:

### An outline detailing the program structure of the CR Tariff, including the bill credit mechanism and a statement that SCE 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;

### 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 SCE, and that Customer should not expect to receive bill credits in excess of the amount of consideration it provides to Seller under the CSA;

### Customer acknowledgment of the risks associated with participating in wholesale energy markets;

### Customer acknowledgment that it should not have any expectation of profits in deciding to enter into the CSA;

### 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 SCE as specified in Section 6.08 of this Attachment 1;

### The CSA will automatically terminate upon termination or expiration of this Agreement;

### Customer acknowledgment that SCE is not an issuer or underwriter under California or federal securities laws with respect to the Project, and that SCE is not making an offer to sell or selling any securities whatsoever;

### 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;

### Customers must enroll with SCE’s CR Tariff as a condition to being eligible to receive bill credits;

### Customers must un-enroll from SCE’s CR Tariff if Customer no longer wishes to subscribe to the Project;

### Customers cannot transfer their Subscriptions to other parties;

### Customers may not subscribe for more than 120% of their forecasted annual load, as reasonably determined by SCE based on historical usage data;

### Customer Subscription payments to Seller, if any, are refundable until the Initial Delivery Date has been achieved, and Customer subscriptions are portable within SCE’s territory upon the Effective Date;

### Seller shall notify Customer in the event of Seller’s imminent bankruptcy or insolvency, or if foreclosure proceedings are initiated on the Project;

### Disclosure that the Customer Subscription may be considered a ‘security’ issued by Seller under federal or state law;

### Customer is not guaranteed any energy production from the Project;

### Information describing Green-e® Energy and what requirements Seller is subject to in order to provide Customers with Green-e® Energy product;

### A description of Customer access rights to the Site and the Generating Facility, if any;

### Seller and SCE shall share Customer information amongst themselves for purposes of billing and credits, program eligibility and verifying participation and that SCE and Seller shall maintain the confidentiality of Customer information;

### Seller’s customer service department must respond to Customer inquiries within two (2) Business Days after a Customer request;

### 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;

### Seller will provide SCE with Subscription Information and Bill Credit Instructions related to the Subscribed Capacity, and Seller shall indemnify SCE 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 SCE under Seller’s power purchase agreement with SCE;

### A Seller transfer or sale of the Project to another entity will be subject to SCE’s consent and the transferee must (i) accept all of Seller’s obligations under the power purchase agreement between SCE 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;

### 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;

### 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;

### Within sixty (60) days after the Initial Delivery 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;

### 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;

### 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 SCE and Seller, power delivered may cease to be renewable;

### Seller covenants not to claim the Renewable Energy Credits associated with any Metered Amounts;

### Seller obligation regarding transfer and chain of custody of Renewable Energy Credits;

### Seller shall provide Customer notice of any direct change of control of Seller (whether voluntary or by operation of law);

### 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;

### 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

### The generation rate component shall be a term in the CSA.

## 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.

## 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 6.15 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.

## 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.

# REPRESENTATIONS, WARRANTIES, AND COVENANTS

## Additional Seller Representations and Warranties.

Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement:

### Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to SCE to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

### Seller has no knowledge of any plans by SCE or another T&D Provider to seek to construct a transmission or distribution line through or on the Site.

### The energy generated with the Green Attributes delivered under this Agreement was not and will not be separately sold, marketed, reported, or otherwise represented as renewable energy, renewable electricity, clean energy, zero-emission energy, or in any similar manner.

### The Project has an interconnection capacity and associated interconnection rights that is at least equal to the Contract Capacity.

### Seller has not used, granted, pledged, assigned or otherwise committed any portion of the generating capacity of the Generating Facility to meet the Resource Adequacy Requirements of, or to confer Resource Adequacy Benefits on, any entity other than SCE during the Delivery Period.

### The Metered Amounts qualify as Green-e® Energy eligible and are Green-e® Energy certified product.

### The Subscription Information and Bill Credit Instructions required under Section 6.08 of this Attachment 1 shall be accurate and complete.

### The Project complies with the requirements of the California Air Resources Board’s Voluntary Renewable Electricity Program.

### 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.

Seller and, if applicable, its successors, represents and warrants that on the Effective Date and throughout the Delivery Term of this Agreement:

### Seller has received from SCE 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

### 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 6.10 and 6.14 of this Attachment 1.

### Seller has not and shall continue not to use SCE’s corporate name, trademark, trade name, logo, identity or any affiliation for any reason without SCE’s prior written consent.

### 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).

With respect to the legal opinion delivered pursuant to Section 2.04(s) of this Attachment 1, Seller hereby represents and covenants that:

### 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;

### 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

### 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.”.

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.

## Seller Covenants.

Seller’s covenants pursuant to Section 9.04 include:

### Seller shall take all actions necessary for the Project to qualify and be certified by the CEC as an ERR and to qualify under the requirements of the California Renewables Portfolio Standard.

### Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that:

#### The Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and

#### The Project’s output delivered to SCE qualifies under the requirements of the California Renewables Portfolio Standard.

To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

### Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to SCE conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

### Throughout the Delivery Period, Seller will not use, grant, pledge, assign or otherwise commit any portion of the generating capacity of the Generating Facility to meet the Resource Adequacy Requirements of, or to confer Resource Adequacy Benefits on, any entity other than SCE.

### The last sentences in Sections 9.04(b) and 9.04(c) shall not be applicable to Seller’s representations, warranties and covenants in the remaining portions of Sections 9.04(b) and 9.04(c). If Seller breaches or fails to perform its representations, warranties and covenants under Sections 9.04(b) and 9.04(c), such breach or failure to perform and satisfy the obligations under such sections shall be considered an Event of Default by Seller. *[The term “change in law” as used in Sections 9.04(b) and 9.04(c) of this Attachment 1 does not include an invalidation, rescission or change in terms of the CAISO Exemption nor any disapproval, disallowance, or other change in policy by WREGIS, the CEC or the CPUC with regards to the RECs as a result of the Shared Facilities’ metering scheme.] {SCE Note: Language applicable to projects that utilize Shared Facilities.}*

### *[Seller shall maintain the Project’s Full Capacity Deliverability Status for the purposes of counting the Product, in an amount equal to the Contract Capacity, towards RA Compliance Obligations.] {SCE Note: For Full Capacity Deliverability Status Projects only.}*

### Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term: the Generating Facility and any Metered Amounts shall qualify as Green-e® Energy eligible and are Green-e® Energy certified.

### Seller shall not (A) withdraw the Interconnection Queue Position identified in Section 1.02(e) of this Attachment 1, (B) assign or transfer that Interconnection Queue Position to any entity, or (C) utilize the Interconnection Queue Position for the benefit of any power purchase and sale agreement other than this Agreement, in each case, without SCE’s prior written consent.

## *[Changes in Terminology Arising from CAISO RA Enhancement.*

*The amendments to be adopted pursuant to Section 9.06 include:*

### *In the definition of “RA Change in Law”, the reference to “the calculation of Net Qualifying Capacity” shall refer instead to “the calculation of Net Qualifying Capacity or UCAP”.*

### *In Section 1.06(c)(ii) of this Attachment 1, the references to “Net Qualifying Capacity” or “NQC” shall refer instead to “NQC or UCAP, as applicable.”*

### *In Sections 2.04(t)(ii) and 10.01(o) of this Attachment 1, the references to “Net Qualifying Capacity” or “NQC” shall refer instead to UCAP.*

### *In Sections 5.03(b) and (e) of this Attachment 1, the references to “NQC and EFC” shall refer instead to “NQC, EFC and UCAP, as applicable” and the references to “NQC or EFC” shall refer instead to “NQC, EFC or UCAP, as applicable.”] {SCE Note: Full Capacity Deliverability Status Projects only}*

# Events of default

## Events of Default.

In addition to those Events of Default listed in Section 10.01(b), with respect to Seller, the occurrence of any of the following shall be considered an Event of Default:

### Seller removes equipment from the Site that the Contract Capacity has been based, and substantially the same equipment is not returned, within five (5) Business Days after Notice from SCE; provided, Seller may remove equipment from the Site if such removal is necessary for Seller to replace, refurbish, repair or maintain such equipment and such replacement, refurbishment, repair, or maintenance is necessary for Seller to comply with this Agreement; provided further, the foregoing replacement, refurbishment, repair or maintenance of equipment excludes repowers or other modifications to the Project that may result in any payment made by SCE hereunder in excess of the amount that would have been payable if such replacement, refurbishment, repair or maintenance had not occurred;

### Seller makes any material misrepresentation or omission in any Outage Schedule or Forced Outage notice;

### Seller fails to take any actions necessary to dedicate, convey or effectuate the use of any and all Green Attributes for SCE’s sole benefit as specified in Sections 1.01(b) and 1.07 of this Attachment 1; or

### Seller does not have Site Control *[or Shared Facilities Control]* in accordance with Section 1.02(h) of this Attachment 1; {*SCE Note: Language applicable to projects that utilize Shared Facilities.}*

### Seller transfers or assigns any Interconnection Queue Position *[or]* the interconnection agreement*[, any Shared Facilities Agreement or its interest in any Shared Facilities]; {SCE Note: Language applicable to projects that utilize Shared Facilities.}*.

### The occurrence of an Event of Deficient Energy Deliveries during two (2) Calendar Years, whether consecutive or non-consecutive.

### Seller fails to comply with Green-e® Energy eligibility requirements and the requirements of the California Air Resources Board’s Voluntary Renewable Electricity Program;

### Seller fails to provide all of the Capacity Attributes associated with the Project;

### *[*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 Note: Intermittent Only}*

*[The Metered Amounts in any one hour interval, in kWh, exceed one hundred fifteen percent (115%) of the Contract Capacity, in kW, to this Agreement, (an “Event of Excess Deliveries”), and within ten (10) Business Days after Notice from SCE, Seller fails to demonstrate to SCE’s satisfaction that Seller has identified the reason that the Event of Excess Deliveries occurred and that Seller has employed or is employing best efforts to ensure that no additional Events of Excess Deliveries will occur throughout the Delivery Period.]  
{SCE Note: Baseload only.}*

### *[*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 Note: Solar Photovoltaic only}*

### The Generating Facility consists of an ERR type(s) different than that specified in Section 1.02(h) of this Attachment 1.

### The entire Generating Facility fails to qualify as an ERR.

### 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 California Renewables Portfolio Standard.

### *[*Seller fails obtain and maintain Full Capacity Deliverability Status.

### *Seller allows:*

#### *the NQC of the Project to fall below seventy-five percent (75%) of the NQC that Seller could have delivered to SCE as of the Effective Date, or*

#### *the EFC of the Project to fall below seventy-five percent (75%) of the EFC that Seller could have delivered to SCE as of the Effective Date.] {SCE Note: Full Capacity Deliverability Projects only}*

### Seller fails to maintain its status as a Distributed Energy Resource Provider; or

### Subject to Section 6.15 of this Attachment 1, the Generating Facility or any DER fails to maintain its status as a Qualifying Facility.

### *[Seller fails to provide to SCE a copy of the certification identified in Public Utilities Code Sections 2821(d)(1) and (e)(1) as evidence of Seller’s compliance with Public Utilities Code Section 2821(c) within thirty (30) days of Seller’s receipt of such documentation from the State Water Resources Control Board or in no event later than sixty (60) days after the Initial Delivery Date.] {SCE Note: Applicable to Hydro only; otherwise delete.}*

# INDEMNIFICATION

## Seller’s Indemnification Obligations.

Seller’s indemnification obligations pursuant to Section 13.02 shall also extend to:

### Seller’s failure to fulfill its obligations regarding Resource Adequacy Benefits as set forth in Sections 1.01(b), 1.06, and 1.07 of this Attachment 1;

### Seller's failure to provide SCE with the full amount of Resource Adequacy Benefits associated with the Project (in accordance with then current resource adequacy counting rules);

### Any NERC Standards Non-Compliance Penalties or an attempt by any Governmental Authority, person or entity to assess such NERC Standards Non-Compliance Penalties against SCE, except to the extent solely due to SCE’s negligence in performing its role as Seller’s Scheduling Coordinator throughout the Delivery Period as set forth in Section 6.03 of this Attachment 1;

### SCE’s transfer to Seller or Seller’s designee of WREGIS Certificates generated by the Generating Facility prior to the Initial Delivery Date pursuant to Section 1.07(a) of this Attachment 1;

### the disqualification by WREGIS or any Governmental Authority of any Renewable Energy Credits transferred to SCE, or the failure to transfer any Renewable Energy Credits to SCE within four (4) months after the generation of the associated Metered Amounts; and

### 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.