GREEN TARIFF ATTACHMENT 1

# PURCHASE AND SALE OF PRODUCT

## Project.

### Project. The “Project” consists of Seller’s electric generating facility 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].

### 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.}*

### Interconnection Point. The Interconnection Point is *[insert* *name or location]* as 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 with a California Balancing Authority (i.e., CAISO, Imperial Irrigation District, Turlock Irrigation District, Los Angeles Department of Water & Power (LADWP), or Balancing Authority of Northern California (formerly Sacramento Municipal Utility District).}*

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

### Location of Site. *[Generating Facility Address],* as further described in Exhibit B.

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

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

### Site Location and Control.

#### This Agreement is specific to the Site set forth in Section 1.02 of this Attachment 1 and Exhibit B. Seller may change the location of the 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

## Contracted Amount.

The “Contracted Amount” consists of, collectively, the Contract Capacity, AC Nameplate Capacity, DCRating and the Expected Annual Net Energy Production, as set forth below.

### Contract Capacity: *[Number]* MW. *{SCE Note:* *This should equal the AC nameplate capacity.}*. 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.

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 amount of Direct Current electric energy* *generating capacity that Seller commits to install at the Site.}* The Installed DC Rating may be reduced as set forth in Section 2.04(u) of this Attachment 1.

### 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

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.

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}]*

*C* = Annual degradation factor in each Term Year as follows:

| **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 |  |

## Price.

### Subject to Sections 1.04(b) and 3.06 of this Attachment 1, the Product Price is: *[Dollar amount text]* dollars (*$[Number]*) per MWh.

## 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 the Energy produced by the Project and consumed by Customers taking service from SCE pursuant to the Green Rate Tariff in accordance with the GTSR-CR Decisions.

## *[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: (i) take all actions necessary for SCE to be the Account Holder as of the Initial Delivery Date of the Project, and (ii) 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 or the 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(q) 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.

# 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 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 with the CAISO;

### Seller has demonstrated to SCE’s reasonable satisfaction that Seller has executed all necessary T&D Provider and CAISO agreements;

### Seller has provided to SCE the number 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

#### authority from FERC, pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d, for wholesale sales of electric energy, capacity and ancillary services at market-based rates, and

#### all other 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:*

#### *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 set forth in Section 1.03(a) is greater than the Demonstrated Contract Capacity 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 will be reduced to an amount equal to the Demonstrated Contract Capacity,

##### If the Installed DC Rating set forth in Section 1.03(a) is greater than the Demonstrated Installed DC Rating;

##### The Installed DC Rating will be reduced to an amount equal to the Demonstrated Installed DC Rating;

##### 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.

# 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 last Business Day of the month following the Invoice Calculation Period for which payment obligations are calculated

### “Payment Date”: The last Business Day of the month 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.

## 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.

### Subject to Section 3.03(b)(ii) of this Attachment 1, SCE will be obligated to pay Seller 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 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.

### 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.

“Energy Deviations” in kWh, means the absolute value of the difference, in kWh, in any Settlement Interval between (A) Forecast-Derived Energy 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 will not be obligated to pay Seller for any Product that Seller delivers in violation of Section 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 Section 6.01(f) of this Attachment 1.

#### If (x) 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 (such excess amounts, “Settlement Interval Excess Amounts”), or (y) (ii) during any Term Year, Seller delivers Metered Amounts, that are in the aggregate in excess of one hundred percent (100%) of the Expected Annual Net Energy Production for such Term Year (such excess amounts, “Term Year Excess Amounts”, and together with the Settlement Interval Excess Amounts are collectively referred to as “Excess Amounts”), then:

##### all such Excess Amounts shall be excluded from any Metered Amounts for such Settlement Interval;

##### SCE shall be under no obligation to pay for any Excess Amounts;

##### if there is a Negative LMP during any Settlement Interval associated with Settlement Interval Excess Amounts, Seller shall pay to SCE an amount equal to the absolute value of the Negative LMP times such Settlement Interval Excess Amounts (“Negative LMP Costs”);

##### Seller shall be responsible for, shall pay for, or shall otherwise reimburse SCE for, all CAISO Sanctions and CAISO Costs attributable to any Term Year Excess Amounts; and

##### Seller shall be entitled to all CAISO Revenues attributable to any Term Year Excess Amounts.

## Product Payments.

SCE shall make a Product Payment to Seller for each month of the Delivery Period for Product delivered by SCE to Seller to the Delivery Point, as measured by the CAISO Approved Meter, in accordance with this Agreement, the CAISO Tariff, and Applicable Law. Except for Paid Curtailed Product, SCE has no obligation to purchase Product that is not or cannot be delivered to the Delivery Point as a result of any circumstance.

### Each “Product Payment” will be calculated pursuant to the following formula:

The Product Payment shall be calculated as set forth below:

“Product Payment” = *A×(B-C-D)-E-F+G+H*

where:

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

*B* = The sum of Metered Amounts in kWh,

*C* = The sum of any Excess Amounts,

*D* = 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 Section 3.02(a) of this Attachment 1, or for which Seller delivers in violation of Section 6.01(f) of this Attachment 1,

*E* = The sum of any Negative LMP Costs,

*F* = The sum of any CAISO Sanctions and CAISO Costs that are the responsibility of Seller,

*G* = The sum of any CAISO Revenues attributable to any Term Year Excess Amounts, and

*H* = Paid Curtailed Product.

## 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” 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.

#### 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.”

### 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 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 and metering information as may be requested by SCE, including the following, at least thirty (30) days before the Initial Delivery Date:

#### Site plan drawings for the Generating Facility;

#### Electrical one-line diagrams;

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

#### Major electrical equipment specifications;

#### General arrangement drawings;

#### Longitude and latitude of the centroid and each corner of the Site;

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

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

#### Inverter specification;

#### Photovoltaic module specification;

#### Solar energy collection grid diagrams;

#### 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.}*

# 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 the Generating Facility 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.

### Seller shall comply with the requirements of Appendix CC of the CAISO Tariff, or its equivalent successor, if applicable.

## Metering, Communications, Dispatch and Telemetry.

### CAISO Approved Meter.

Seller shall, at its own cost, install, maintain and test all CAISO Approved Meters pursuant to the CAISO Tariff.

### 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 the Generating Facility 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 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 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 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 Meter(s).

#### Seller shall replace each CAISO Approved Meter battery at least once every thirty-six (36) months or such shorter period as may be recommended by the CAISO Approved Meter manufacturer.

#### Notwithstanding the foregoing, if 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 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 Project’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 Project.

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 Project’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”).

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 Project’s control system;

Routing resource unit set points to the Project’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.

### Meteorological Station(s) and Reporting Requirements.

Seller, at its own expense, shall install and maintain one (1) or more stand-alone meteorological stations at the Generating Facility 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, solar generating units, and other prominent features, as applicable.

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.

### 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 thirty-six (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 between the CAISO Approved Meter data and the Check Meter data 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.

## Testing.

### Demonstration of Contract Capacity.

Seller shall provide at least thirty (30) days prior Notice to SCE of the date during which Seller intends to demonstrate the 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 (the “Demonstrated Contract Capacity”) and the sum of the Photovoltaic Module DC Ratings for all photovoltaic modules of the Generating Facility actually installed at the Site (the “Demonstrated Installed DC Rating”).

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 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 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, 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;

#### 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.

### 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.

### 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 thirty (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 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 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 invertersof the Generating Facility 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.

#### Seller shall provide to SCE a minimum of one (1) year of recorded meteorological data from the 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;

##### 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.

### 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).

## 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 Buyer and its auditors in connection with the annual Green-e® Energy verification and audit;

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

### Provide Buyer with a completed ‘Green-e® Energy Attestation From Generator Participating In A Tracking System’ form (or successor form available on Green-e® Energy’s website) promptly when required by Buyer.

## 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.

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

## 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 Buyer 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 Buyer 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.

### *[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 the 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 and such excess generating capacity is not removed within five (5) Business Days after Notice from SCE.

### Seller installs Direct Current electric energy generating capacity in excess of the Installed DC Rating and such excess Direct Current energy generating capacity is not removed within five (5) Business Days after Notice from SCE.

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

### Except where there has been a change in Applicable Laws that would affect Seller’s status as an ERR, and Seller has made commercially reasonable efforts in accordance with Section 9.04(b) of this Attachment 1 to comply with the change in law, the Generating Facility fails to qualify as an ERR.

### Except where there has been a change in Applicable Law that would affect the eligibility of electric energy to qualify as renewable energy for the purposes of the California Renewables Portfolio Standard and Seller has made commercially reasonable efforts in accordance with Section 9.04(c) of this Attachment 1 to comply with the change in law, 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 to 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}*

# 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 of this Attachment 1; and

### 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.