**REGIONAL RENEWABLE CHOICE WITH DERP PROGRAM RIDER AND AMENDMENT**

*to the*

**RENEWABLE AUCTION MECHANISM (RAM) POWER PURCHASE AGREEMENT**

*between*

**PACIFIC GAS AND ELECTRIC COMPANY**

*and*

**[NAME OF SELLER]**

This Regional Renewable Choice Program (“RRC Program”) Rider and Amendment applicable to DERP (“RRC DERP Rider and Amendment”) to the Agreement (as that term is defined below) dated as of the RRC DERP Rider and Amendment Effective Date (as that term is defined below) is entered into between Pacific Gas and Electric Company, a California corporation (“PG&E”), and [Name of Seller], a [Legal Status of Seller] (“Seller”). PG&E and Seller are hereinafter referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used herein and not otherwise defined in this RRC DERP Rider and Amendment shall have the meanings ascribed to such terms in the Agreement (as that term is defined below).

**RECITALS**

The Parties enter into this RRC DERP Rider and Amendment with reference to the following facts:

**A.** PG&E has in place a Renewable Auction Mechanism (“RAM”) Program as established by CPUC Decision 10-12-048, pursuant to which PG&E has conducted multiple solicitations to procure energy from RPS eligible generators via a RAM Power Purchase Agreement (“RAM PPA”), most recently as set forth in Advice Letter 4605-E, as approved by the CPUC via a Disposition Letter dated June 17, 2015.

**B.** The California Public Utilities Commission in D. 16-05-006 ordered the use of the RAM solicitation to procure Enhanced Community Renewables and Enhanced Community Renewables – Environmental Justice projects until the program sunset on December 31, 2018. Subsequently, in order to implement the requirements of California State Senate Bill 840, the California Public Utilities Commission issued Resolution E-5028, which extends PG&E’s program beyond January 1, 2019.

**C**. PG&E has chosen the name of “Regional Renewable Choice” for its own Green Tariff Shared Renewables Enhanced Community Renewables Program.

**D.** The CPUC in D. 16-05-006, O.P. 5, ordered that at such time as the California Independent System Operator expanded market eligibility to sub-500 kilowatt projects, the Enhanced Community Renewables and Enhanced Community Renewables – Environmental Justice projects procurement should include eligibility for such projects. The Federal Energy Regulatory Commission ordered on June 2, 2016, that the California Independent System Operator allow for market participation by providers of aggregations of distributed sub-500 kilowatt energy resources

**E.** Concurrently herewith, PG&E and Seller enter into that certain RAM PPA based on PG&E’s 2015 RAM PPA effective as of June 25, 2015 (as amended from time to time, the “Agreement”), under which, among other things, Seller will sell to PG&E, and PG&E will purchase from Seller, Product upon commencement of the Term, pursuant to PG&E’s RRC Program.

**F.** The Parties seek to modify the Agreement through this RRC DERP Rider and Amendment in order to incorporate provisions directly related to ECR Program.

**AGREEMENT**

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

**I.** PROVISIONS WHICH DO NOT APPLY: the following sections of the Agreement are not available or do not apply to RRC Projects, as that term is defined in Section II.2.2.2. of this RRC DERP Rider and Amendment:

**1.** any provisions related to Excess Sale Transactions, as set forth in:

1.1 Cover Sheet of Agreement, Section A, “Excess Sale” transaction type;

1.2 Cover Sheet of Agreement, Section B, the language shown below as stricken: “Contract Capacity: [\_\_\_\_\_\_\_\_\_\_\_] MW ***[Provide the maximum capacity to be made available to PG&E pursuant to the transaction]”***

1.3 Cover Sheet of Agreement, Section B(i)(a)(2);

1.4 Section 1.106, “Excess Sale”;

1.5 Section 3.1(b)(ii), Excess Sale;

1.6 Section 3.1(f), Contract Capacity, applicable to Baseload Products, the language shown below as stricken: ***[The following bracketed version of Section 3.1(f) “Contract Capacity” applies to all Baseload Products]***

**2.** Sections 1.39 – 1.40, “Compliance Costs” and “Compliance Cost Caps”.

**3.** Section 3.1(o), Compliance Cost Cap.

**4.** Section 10.2(c).

**II.** ADDITIONS AND AMENDMENTS TO THE AGREEMENT: the sections listed below are added to or revised **for the purposes of this RRC DERP Rider and Amendment only**.

**1.** Cover Sheet:

1.1 Section A is amended as follows:

a. For the first boxed choice under the title “Program”, delete “GTSR Program” and replace it with “RRC Program [ECR Program]”

b. Under “Deliverability”, the following options are deleted: “Partial Capacity Deliverability Status” and “Full Capacity Deliverability Status”

1.2 Section B is amended as follows:

a. The section header, “Project Description Including Description of Site”, is amended to read “Project Description Including Descriptions of All Project Sites”

b. In Section B, for Contract Capacity, the following new bracketed note is added to the end of the paragraph: ***[Note: The Total Nameplate Rated Power must not exceed 20 MW, with the exception of Environmental Justice Projects, which must not exceed 1 MW.]***

c. The introductory sentence to subsection (i)(b) is modified as follows:

“(b) Project development Milestone schedule for overall Project ***[to be completed by Buyer and Seller. Insert additional rows if necessary]:”***

d. The following language is added as a new subsection (i)(c):

“All Project development Milestones for the Project listed in subsection (b) above must be completed for all Project Sites by the dates for completion listed above. The Milestone dates for completion for individual Project Sites are listed in Appendix XVII.”

1.3 Section B, subsection (ii) is deleted in its entirety and replaced with the following:

(ii) Supplier Diversity. For the purpose of Section 3 of the Supplier Diversity Program obligation set forth in Appendix XII of this Agreement, Seller’s supplier diversity spend target for Work supporting the construction of the Project prior to the Commercial Operation Date is \_\_\_%, and Seller’s supplier diversity spend target for Work supporting the operation and maintenance of the Project after the Initial Energy Delivery Date is \_\_\_%.

1.4 In Section C, Contract Price, delete the introductory sentence in its entirety and replace it with the following: “Subject to Articles Four and Six of this Agreement, the Contract Price for each MWh of Product as measured by Delivered Energy in each Contract Year and the price for Deemed Delivered Energy in each Contact Year shall be as follows:”

1.5 In Section F, the opening paragraph is amended to insert the phrase “or Project Sites, as applicable,” after each instance of the word “Project”. Operational characteristics of individual Project Sites are listed in Appendix XVII.

1.6 In Section H, Notices List, the existing Notices List is deleted in its entirety and replaced with the updated Notices List attached hereto as Attachment 9 to this RRC DERP Rider and Amendment.

**2.** Article One.

2.1 The following revisions are made to existing definitions found in Article One:

1.19 “Buyer Bid Curtailment” means Buyer as SC communicates a curtailment instruction to the Seller, requiring Seller to produce less Energy from the Project than the CAISO final market forecast amount to be produced from the Project for a period of time, and Buyer as the SC either (a) submitted a CAISO final market Energy Supply Bid and such curtailment is solely a result of the CAISO implementing the Energy Supply Bid; or (b) submitted a CAISO final market Self-Schedule for less than the amount of the final-market Energy forecasted to be produced from the Project. However, if the Project is subject to a Planned Outage, Forced Outage, Force Majeure and/or a Curtailment Period during the same period of time, then Buyer Bid Curtailment shall not include any Energy that is subject to such Planned Outage, Forced Outage, Force Majeure or Curtailment Period. With respect to curtailments set forth in 1.19(a), curtailments implemented in the Real-Time Market shall be considered Buyer Bid Curtailment if the Real-Time Price is less than the Energy Supply Bid.

1.65 “Deemed Delivered Energy” means [For As-Available Products use the following language] the amount of Energy expressed in MWh that the Project would have produced and delivered to the Delivery Point, but that is not produced by the Project and delivered to the Delivery Point during a Buyer Curtailment Period, which amount shall be equal to (a) the EIRP Forecast, expressed in MWh, applicable to the Buyer Curtailment Period, whether or not Seller is participating in EIRP during the Buyer Curtailment Period, less the amount of Delivered Energy delivered to the Delivery Point during the Buyer Curtailment Period or, (b) if there is no EIRP Forecast available, the result of the equation provided pursuant to Section 3.1(l)(i)(G) and using relevant Project availability, weather and other pertinent data for the period of time during the Buyer Curtailment Period less the amount of Delivered Energy delivered to the Delivery Point during the Buyer Curtailment Period; provided that, if the applicable difference calculated pursuant to (a) or (b) above is negative as compared to the amount of metered Energy at the CAISO revenue meter for the Project, the Deemed Delivered Energy shall be zero (0). [For Baseload Products use the following language] the amount of Energy expressed in MWh that the Project would have produced and delivered to the Delivery Point, but that is not produced by the Project and delivered to the Delivery Point during a Buyer Curtailment Period, which amount shall be determined by reference to the most recent Day-Ahead Availability Notice Buyer has received from Seller at the time Buyer issues a Buyer Curtailment Order. ***[For Subscribed Delivered Energy and Unsubscribed Delivered Energy, use the following language, selecting either bracketed term, as appropriate, in the equation and quantity D]*** the amount of energy expressed in MWh as calculated from the equation below.

Deemed Delivered Energy for ***[***Subscribed***][***Unsubscribed***]*** Delivered Energy = [A – Max (B, C)] x D

Where:

A = EIRP Forecast, converted to MWh

B = MWh as instructed during a Buyer Curtailment Period. For the purpose of calculating Deemed Delivered Energy, the MWh as instructed during a Buyer Curtailment Period shall be the total Expected Energy, as defined in the CAISO Tariff.

C = Delivered Energy delivered to the Delivery Point during the Buyer Curtailment Period.

D = ***[***Subscribed Capacity***][***Unsubscribed Capacity***]*** ÷ Contract Capacity

1.70 “Deliverability Finding Deadline” shall be two (2) calendar years after the RA Start Date. The Deliverability Finding Deadline shall be no later than December 31, 2030~~2024~~.

1.99 “Event of Default” has the meaning set forth in Section 5.1. An Event of Default applicable to a single Project Site is an Event of Default applicable to the entire Project.”

1.155 “Interconnection Point” means the physical interconnection point of a Project Site as identified by Seller in Appendix XVII.

1.170 “Milestone(s)” means the key development activities required for the construction and operation of the Project or each Project Site, as set forth in Section B(i)(b) of the Cover Sheet or as set forth in Appendix XVII, as applicable.

1.212 “Project Specifications” has the meaning set forth in Appendix XVII .

1.269 “Unit” means the technology used to produce the Products, which are identified in Appendix XVII for the Transaction entered into under this Agreement.

2.2 The language below is added to the end of Article One:

“***[The following defined terms apply to RRC Projects ONLY:]***

1.277 “Commercial Operation Date” means ***[For As-Available Products use the following language]*** the date on which Seller (a) notifies Buyer that Commercial Operation has commenced, (b) notifies Buyer that all Reliability Network Upgrades identified in the Project’s Generator Interconnection Agreement(s) have been completed, (c) provides a certification of a Licensed Professional Engineer, substantially in the form attached hereto as Attachment A to Appendix IV-2, demonstrating satisfactory completion of the Commercial Operation Certification Procedure as provided in Appendix IV-2 hereto, and (d) Seller notifies Buyer that all requirements for commercial operation under the DERP Agreement and for commercial operation under any related agreements required by the Participating TO for DERP aggregations have been satisfied. ***[For Baseload Products use the following language]*** the date on which (a) Seller notifies Buyer that Commercial Operation has commenced, (b) Seller notifies Buyer that all Reliability Network Upgrades identified in the Project’s Generator Interconnection Agreement(s) have been completed, (c) provides a certification of a Licensed Professional Engineer, substantially in the form attached hereto as Attachment A to Appendix IV-2, demonstrating satisfactory completion of the Commercial Operation Certification Procedure as provided in Appendix IV-2 hereto, (d) Buyer accepts in writing the results of Seller’s initial Capacity Test report in compliance with the Capacity Test Procedure as provided in Appendix IV-3 hereto, and (e) Seller notifies Buyer that all requirements for commercial operation under the DERP Agreement and for commercial operation under any related agreements required by the Participating TO for DERP aggregations have been satisfied. ***[Note: This Section 1.277 replaces Section 1.38]***

1.278 “Construction Start Date” means the later to occur of the date on which Seller delivers to Buyer (a) copies of all Notices to Proceed that Seller has delivered to the EPC Contractor for all of the Project Sites comprising the Project, and (b) a written Certification substantially in the form attached hereto as Appendix IV-1 for all of the Project Sites. ***[Note: This Section 1.278 replaces Section 1.43]***

1.279 “Contract Price” means the price in United States dollars ($U.S.) (unless otherwise provided for) to be paid by Buyer to Seller for the purchase of the Product, as specified in Section 4.1 and the Cover Sheet. ***[Note: This Section 1.279 replaces Section 1.46]***

1.280 “Curtailment Order” subsection (a) is replaced as follows:

“(a) the CAISO, Reliability Coordinator, Balancing Authority or any other entity having similar authority or performing similar functions during the Delivery Term, orders, directs, alerts, or communicates via any means, to a Party to curtail Energy deliveries, which may come in the form of a request to return to Schedule consistent with the CAISO Tariff, for reasons including, (i) any System Emergency, (ii) any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes the CAISO’s electric system integrity or the integrity of other systems to which the CAISO is connected, (iii) as may be required pursuant to Seller’s DERP Agreement, or (iv) any warning, forecast, or anticipated over- generation conditions, including a request from CAISO to manage over-generation conditions, provided that this subsection (a) (iv) shall not include Buyer Bid Curtailment;” ***[Note: This Section 1.280 replaces Section 1.58(a)]***

1.281 “Curtailment Order subsection (d) is replaced as follows:

“(d) a curtailment in accordance with Seller’s obligations under its Generator Interconnection Agreement(s) or any additional agreements that may be required for DERP aggregations with the Participating Transmission Owner or distribution operator.” ***[Note: This Section 1.281 replaces Section 1.58(d)]***

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

1.283 “Customer-Seller Agreement”, or “CSA”, (also described in the E-ECR Tariff as a “Customer-Developer Agreement” or “CDA”) all means that agreement to be executed between Customer and Seller in order for Customer to Subscribe to Seller’s Facility, which shall be subject to those requirements set forth within Section 3.1(r) of this Agreement. Buyer shall not be a party to the Customer-Seller Agreement.

1.284 “Damage Payment” means ***[***$20/kW for RRC Projects with Contract Capacity of three (3) MW and under multiplied by the capacity of the Project as reflected in Section B of the Cover Sheet***][***$60/kW for As-Available resources or $90/kW for Baseload resources for RRC Projects with Contract Capacity over three (3) MW multiplied by the capacity of the Project as reflected in Section B of the Cover Sheet***]***. ***[Select bracketed language appropriate for the size of the RRC Project]***.  ***[Note: this Section 1.284 replaces Section 1.60.]***

1.285 “Deemed Delivered Energy Price” shall be the same as the Contract Price.

1.286 “Delivered Energy” means all Energy produced from the Project and delivered to the Delivery Point as measured in total MWh aggregated from the CAISO revenue meters of the Project Sites and in accordance with the CAISO Tariff, which shall include any applicable adjustments for power factor and Electrical Losses with regard to each of the Project Sites. ***[Note: This Section 1.286 replaces Section 1.70]***

1.287 “Demonstration of Community Interest” has the meaning set forth in Appendix XV.

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

1.289 “Default Load Aggregation Point Price” or “DLAP Price” means the hourly Integrated Forward Market Default Load Aggregation Point Locational Marginal Price at DLAP\_PGAE-APND in $/MWh as determined by the CAISO for the Buyer’s applicable CAISO Transmission Access Charge Area.

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

1.291 “DERP Agreement” has the meaning set forth in the CAISO Tariff.

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

1.293 “Distribution Loss Factor” is a multiplier factor that reduces the amount of Delivered Energy produced at a Project Site connecting to a distribution system to account for the electrical distribution losses, including those related to distribution and transformation, occurring between the point of interconnection for that Project Site, where the Participating Transmission Owner’s meter is physically located, and the first Point of Interconnection for that Project Site, as defined in the CAISO Tariff, with the CAISO Grid. ***[Note: This Section 1.293 replaces Section 1.78]***

1.294 “ECR Program” means the Enhanced Community Renewables program implemented per Senate Bill (SB) 43 (Stats. 2013, ch. 413 (Wolk)) and CPUC Decision 15-01-051.

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

1.296 “Environmental Justice Projects” means facilities sized up to one MW that are located in “the most impacted and disadvantaged communities” as described in California Public Utilities Code § 2833(d)(1)(A) and defined in D.15-01-051.

1.297 “FTC” means the Federal Trade Commission.

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

1.299 “Minimum Subscription Requirement” has the meaning set forth in Section 6.3.

1.300 “Net Rated Output Capacity” means the Project’s aggregate Energy production capability as measured at the CAISO revenue meters at all Project Sites in any Capacity Test inclusive of deductions for all applicable Electrical Losses. ***[Applies to Baseload Product only]*** ***[Note: This Section 1.300 replaces Section 1.180]***

1.301 “Project” means all of the Unit(s) and the Project Site(s) at which the generating facilities are located and the other assets, tangible and intangible, that compose the generation facilities, including the assets used to connect the Unit(s) at each Project Site to the Interconnection Points, as more particularly described in the Cover Sheet. Appendix XVI provides a full list of the generation Unit(s) and Project Sites included in the Project. ***[Note: This Section 1.301 replaces Section 1.210]***

1.302 “Project Site” means each individual location of Unit(s) and the other assets, tangible, and intangible, that compose the generation facilities at such location, including the assets used to connect the Unit(s) at such location to its applicable Interconnection Point, as more particularly described in the Cover Sheet and Appendix XVI. ***[Note: This Section 1.302 replaces Section 1.251, and the term “Project Site” replaces the term “Site” throughout the Agreement, unless otherwise noted in this RRC DERP Rider and Amendment]***

1.303 “Renewable Energy Credit Market Price” means ten dollars per megawatt hour ($10/MWh).

1.304 “RRC Project” means a Project that qualifies for PG&E’s Regional Renewable Choice Program, the unique name PG&E has chosen for its CPUC mandated ECR Program.

1.305 “Subscribed Capacity” has the meaning set forth in Section 3.10(b).

1.306 “Subscribed Delivered Energy” means the quotient of Subscribed Capacity divided by Contract Capacity, multiplied by the sum of Deemed Delivered Energy and Delivered Energy recorded by the meter specified in Section 3.6, as applicable, in all hours for the TOD Period being calculated, measured in kWh.

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

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

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

Example: *Load × [Contract Capacity/Contract Quantity] × 12 months = Subscription*

1.308 “Subscribed Customer Reporting Form” means the information required to be provided by Seller to Buyer in accordance with Section 3.10 as set forth in the form provided in Appendix XVI.

1.309 “Unsubscribed Capacity” has the meaning set forth in Section 3.10(c).

1.310 “Unsubscribed Delivered Energy” means the quotient of Unsubscribed Capacity divided by Contract Capacity, multiplied by the sum of Deemed Delivered Energy and Delivered Energy recorded by the meter specified in Section 3.6, as applicable, in all hours for the TOD Period being calculated, measured in kWh.

1.311 “Unsubscribed Energy Price” means the lesser of (a) the DLAP Price plus the Renewable Energy Credit Market Price or (b) the Contract Price times the TOD Factor for the applicable TOD Period, as set forth in Section 4.1(a)(ii).***”***

**3.** A new Subsection (a) is added to Section 2.4:

“(a) No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed as creating any relationship whatsoever between Buyer and Seller, including that of partners, coemployment, or joint venture parties.”

**4.** Section 2.6(b) is deleted in its entirety and replaced as shown below:

“(b) Notwithstanding anything to the contrary in this Agreement, (i) all rights under Section 10.5 (“Indemnities”) and any other indemnity rights shall survive the Satisfaction Date or the end of the Term (whichever is later) for an additional twelve (12) months; (ii) all rights and obligations under Section 10.7 (“Confidentiality”) shall survive the Satisfaction Date or the end of the Term (whichever is later) for an additional two (2) years; (iii) the right of first offer in Section 11.1(b) shall survive the Satisfaction Date for three (3) years.; (iv) the obligations in Section 3.1(r) (“Customer Seller Agreement Required Provisions”) shall survive for an additional three (3) years; and (v) the obligations in Section 3.1(s) (“Green-e® Energy Certification”) shall survive for an additional three (3) years.”

**5.** Section 3.1(b): The first two sentences are deleted in their entirety and replaced with the following:

“Unless specifically excused by the terms of this Agreement during the Delivery Term, Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Product at the Delivery Point, pursuant to Seller’s election in the Cover Sheet of a Full Buy/Sell arrangement as described in paragraph 3.1(b)(i) below. Buyer shall pay Seller the Contract Price or Unsubscribed Energy Price in accordance with the terms of this Agreement.”

**6.** Section 3.1(b)(i) is deleted in its entirety and replaced with the following:

“(i) Full Buy/Sell. If “Full Buy/Sell” is elected on the Cover Sheet, Seller agrees to sell to Buyer the Project’s gross output of Product measured in kilowatt-hours, net of station use and transformation and transmission losses to and at the Delivery Point. Seller shall purchase all Energy required to serve the Project’s on-site load at all Project Sites, net of station use, from Buyer or applicable retail service provider pursuant to its applicable retail rate schedule.”

**7.** Section 3.1(c)(i) is deleted in its entirety and replaced with the following:

“(i) Delivery Term and Initial Energy Delivery Date. As used herein, “Delivery Term” shall mean the period of Contract Years specified on the Cover Sheet, beginning on the first date that Buyer accepts delivery of the Product from the Project in connection with this Agreement following Seller’s demonstration of satisfaction of the items listed below in this Section 3.1(c)(i) (“Initial Energy Delivery Date”) and continuing until the end of the tenth, fifteenth, or twentieth Contract Year (as applicable, based on the Cover Sheet election) unless terminated pursuant to the terms of this Agreement; provided that the Expected Initial Energy Delivery Date may be extended pursuant to Section 3.1(c)(ii) further provided that the Initial Energy Delivery Date may only occur on the first calendar day of a month. The Initial Energy Delivery Date shall be the later of the (A) date that the Buyer receives the "Initial Energy Delivery Date Confirmation Letter" attached hereto as Appendix II and (B) the date listed as the Initial Energy Delivery Date on the Initial Energy Delivery Date Confirmation Letter. The Initial Energy Delivery Date shall occur as soon as practicable once all of the following have been satisfied: (I) Seller notifies Buyer that Commercial Operation has occurred; (II) Buyer shall have received and accepted the Delivery Term Security or Term Security, as applicable, in accordance with the relevant provisions of Article Eight of the Agreement, as applicable; (III) Seller shall have obtained the requisite CEC Certification and Verification for the Project and Seller shall have demonstrated submission and approval of documents and information to CRS necessary for the RRC Project to receive an eligibility designation for Buyer’s Green-e® Energy Certification; (IV) all of the applicable Conditions Precedent in Section 2.5(a) have been satisfied or waived in writing; (V) for resources that are already under a contract as of the Execution Date, that existing contract must have expired by its own terms before the Initial Energy Delivery Date; (VI) Seller shall have demonstrated satisfaction of Seller’s other obligations in this Agreement that commence prior to or as of the Delivery Term; (VII) Seller has satisfied all of the requirements of Section 3.1(c)(iii); and (VIII) unless Seller has been directed by Buyer to not participate in the Participating Intermittent Resource program, Buyer shall have received written notice from the CAISO that the Project is certified as a Participating Intermittent Resource to the extent the Participating Intermittent Resource program exists for the Project’s technology type at such time as the conditions in subsections (I) through (VII) of this Section 3.1(c)(i) are satisfied. ***[Subsection (VIII) applicable to solar, wind, or hydro Projects only]***”

**8.** A new Subsection (iii) is added to Section 3.1(c) as follows:

“(iii) Customer Information.

(A) Seller has delivered to Buyer in accordance with Section 3.10(a) the Subscribed Customer Reporting Form for delivery prior to the Commercial Operation Date;

(B) Buyer has confirmed in writing that it has verified, with respect to each Subscribed Customer listed in the Subscribed Customer Reporting Form delivered pursuant to Section 3.1(c)(iii)(A) that: (I) such Customer has enrolled in Buyer’s E-ECR Tariff; and (II) the Subscription amount for such Customer (1) does not exceed one hundred twenty percent (120%) of such Customer’s forecasted annual load, as such load is reasonably determined by Buyer based on historical usage data, and (2) is projected to be in 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;

(C) Seller has delivered to Buyer an original legal opinion, in form and substance acceptable to Buyer, and addressed to Buyer. The legal opinion shall state that the transactions between the Customers and Seller: either (I) do not involve the offer or sale of “securities” under California or federal law, or, (II) to the extent that such transactions involve the offer or sale of securities under California or federal law, the transactions (1) involve the offer or sale of securities that are registered under federal securities law and exempt from qualification under California securities law, (2) involve the offer or sale of securities that are registered under federal securities law and are qualified under California securities law, (3) involve the offer or sale of securities that are exempt from registration under federal securities law and are qualified under California securities law, or (4) involve the offer or sale of securities that are exempt from registration under federal securities law and exempt from qualification under California securities law, as applicable. The legal opinion may not contain any exceptions or qualifications unacceptable to Buyer in its reasonable discretion. The Seller must submit to Buyer an attestation from an officer of Seller that the fact certificate provided by an officer of the Seller to the law firm issuing the legal opinion is true and complete and that Seller’s business model with Customers is, and throughout the Delivery Term will be, as described in the legal opinion.

(D) With respect to the legal opinion delivered pursuant to Section 3.1(c)(iii)(C) Seller hereby represents and covenants that:

(I) The lawyer primarily responsible for the issuance of the opinion has, within the last eight (8) years, practiced federal and California securities law as a significant portion of their practice (meaning at least five (5) full-time years), and such experience included registering or qualifying offerings or sales of securities, effecting private placements of securities, and/or advising issuers or sellers of securities with respect to exemptions from qualification and registration requirements;

(II) The lawyer primarily responsible for issuance of the opinion is licensed to practice law in California and the lawyer’s license is active and not under suspension; and

(III) The law firm issuing the opinion carries a minimum of ten million dollars ($10,000,000.00) in professional liability insurance coverage that includes coverage for securities practice.

**9.** The following sentence is added to the end of Section 3.1(d):

“All Project Sites must share the same Delivery Point.”

**10.** The final sentence of Section 3.1(g)(i) is amended to read as follows:

“The Project and the Project Sites are further described in Appendix XVII.”

**11.** Section 3.1(h) is deleted in its entirety and replaced with the following:

“(h) Interconnection Facilities.

(i) Seller Obligations. Seller shall (A) arrange and pay independently for any and all necessary costs under any Generator Interconnection Agreement(s) or agreements required under subsection (E) of this section with the Participating Transmission Owner; (B) cause the Interconnection Customer’s Interconnection Facilities, including metering facilities, to be maintained; and (C) comply with the procedures set forth in the GIP and applicable agreements or procedures provided under the GIP in order to obtain the applicable Electric System Upgrades, (D) obtain Electric System Upgrades, as needed, in order to ensure the safe and reliable delivery of Energy from the Project up to and including quantities that can be produced utilizing all of the Contract Capacity of the Project, and, (E) obtain a DERP Agreement with the CAISO, as well as any additional agreements that may be required for DERP aggregations by Participating Transmission Owner as part of the GIP applicable for DERP aggregations.

(ii) Coordination with Buyer.

(A) Seller shall (I) provide to Buyer copies of all material correspondence related thereto; and (II) provide Buyer with written reports on a monthly basis of the status of the GIA(s), the DERP Agreement, and any additional agreements that may be required for DERP aggregations by Participating Transmission Owner. The foregoing shall not preclude Seller from executing GIA(s), a DERP Agreement, and any additional agreements that may be required for DERP aggregations by Participating Transmission Owner that Seller reasonably determines allows it to comply with its obligations under this Agreement and applicable Law.

(B) Excess Network Upgrade Costs. Seller shall provide Buyer within ten (10) Business Days of receipt thereof, copies of any Interconnection Study, the interconnection agreement(s) tendered to Seller by the Participating Transmission Owner, the DERP Agreement or any additional agreement(s) that may be required for DERP aggregations by the Participating TO that may give rise to a termination right of Buyer under Section 3.9(f)(i). Within that same period Seller shall also provide Buyer a Notice of its irrevocable election to exercise or not exercise its right to assume financial responsibility for any Excess Network Upgrade Cost pursuant to Section 3.9(f)(i), with a failure to provide such an election deemed to be an election not to exercise such rights for purposes of administration and enforcement of the terms of this Agreement.”

**12.** The following three subsections of Section 3.1(k), and ONLY those three subsections, are amended as shown below:

“(i) Prior to the Initial Energy Delivery Date, Seller shall register the Project with WREGIS and establish an account with WREGIS (“Seller’s WREGIS Account”), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using “~~Forward~~Recurring Certificate Transfers” (as described in the WREGIS Operating Rules) from Seller’s WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller (“Buyer’s WREGIS Account”). Seller shall be responsible for all expenses associated with registering the Project with WREGIS, establishing and maintaining Seller’s WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller’s WREGIS Account to Buyer’s WREGIS Account.”

“(ii) Seller shall cause ~~Forward~~Recurring Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.”

“(iv) Due to the ~~ninety (90) day~~ delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Article 6, Buyer shall make an invoice payment for a given month in accordance with Article 6 before the WREGIS Certificates for such month are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 3.1(k). Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Article 6.”

**13.** The following three subsections of Section 3.1(l)(i), and ONLY those three subsections, are amended to read as follows:

“(i) Commencing on the first date on which the Project generates Product to be delivered to the CAISO Grid or the Delivery Point, if different, and continuing throughout the Term, Seller shall provide to Buyer, both for each Project Site and aggregated for the entire Project as requested by Buyer, in a form reasonably acceptable to Buyer, the data set forth below on a real- time basis; provided that Seller shall agree to make and bear the cost of changes to any of the data delivery provisions below, as requested by Buyer, throughout the Term, which changes Buyer determines are necessary to forecast output from the Project, and/or comply with Law:”

“(C) read-only access to each of the Project’s CAISO revenue meters and all Project meter data at the Project Sites, as well as aggregated Project meter data for the entire Project;”

“(E) net plant electrical output at each of the Project’s CAISO revenue meters, as well as aggregated output for the entire Project;”

**14.** Section 3.1(l)(iv)(A) is amended as shown below:

“Seller, at its own expense, shall install and maintain one (1) stand-alone meteorological station at each of the Project Sites to monitor and report the meteorological data required in Section 3.1(l)(i) of this Agreement, and for wind Projects, each wind turbine must be equipped with meteorological measurement equipment (e.g. anemometers) which are individually linked to Seller’s plant information system. Seller, at its own expense, shall install and maintain a secure communication link in order to provide Buyer with access to the data required in Section 3.1(l)(i) of this Agreement.”

**15.** The first sentence of Section 3.1(l)(vi) is amended as shown below:

“No later than ninety (90) days before the Initial Energy Delivery Date, Seller shall provide one (1) year, if available, but no less than six (6) months, of recorded meteorological data to Buyer in a form reasonably acceptable to Buyer from a weather station at each of the Project Sites.”

**16.** Section 3.1(p)(ii), is deleted in its entirety and replaced with the following:

“(ii) Failure to Comply. If Seller fails to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order provided in compliance with Section 3.1(p)(i), then, for each MWh of Delivered Energy that the Project generated in contradiction to the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, Seller shall pay Buyer for each such MWh at an amount equal to the sum described in the following formula.

“Failure to Comply” = (A + B + C) x D

Where:

A = Amount paid to Seller by Buyer for Deemed Delivered Energy (Contract Price adjusted for TOD Period or Unsubscribed Energy Price as described under Article Six)

B = Absolute value of the Real-Time Price for the applicable PNode

C = Any penalties or other charges resulting from Seller’s failure to comply

D = 100% of each MWh of Delivered Energy, Subscribed Delivered Energy and Unsubscribed Delivered Energy, generated in contradiction to the Buyer Curtailment Order, Buyer Bid Curtailment Order, or Curtailment Order

Failure to Comply shall be fully assumed by Seller and shall not be subject to any proportional adjustments based on Subscribed Delivered Energy and Unsubscribed Delivered Energy.”

**17.** Section 3.1(r), Green-e® Certification, is deleted in its entirety and replaced by new Sections 3.1(r) and 3.1(s), which are found in Attachment 1 to this RRC DERP Rider and Amendment.

**18.** Section 3.3 “Resource Adequacy” does not apply to DERP under this RRC DERP Rider and Amendment.

**19.** Section 3.4(a)(i)(C) is revised as follows:

“(C) if the Project has or obtains FCDS or PCDS, Seller shall Notify Buyer of such status as of the Execution Date, if applicable, or within five (5) Business Days of the date it receives notification from the CAISO of such status by providing Buyer documentation from the CAISO. If Seller has elected Energy Only Status or Partial Capacity Deliverability Status on the Cover Sheet, Seller shall continue to receive payment based on the Energy Only Status TOD Factors set forth in Section 4.4 regardless of whether or not Seller obtains FCDS.”

**20.** Section 3.6 “Metering” is deleted in its entirety and replaced with the following:

“3.6 Metering. All output from the Project must be delivered at each Project Site through a single CAISO revenue meter located on the high-voltage side of the final step-up transformer (which must be dedicated solely to the Project) at each Project Site nearest to the Interconnection Point that exclusively measures output for such Project Site described herein. All Delivered Energy purchased under this Agreement must be measured by a CAISO revenue meter at a Project Site to be eligible for payment under this Agreement. Seller will also provide aggregated meter data for the entire Project from the Project Sites to Buyer. Seller shall bear all costs relating to all metering equipment installed to accommodate the Project. In addition, Seller hereby agrees to provide all meter data to Buyer in a form acceptable to Buyer, and consents to Buyer obtaining from the CAISO the CAISO meter data applicable to the Project and all inspection, testing and calibration data and reports. Seller shall grant Buyer the right to retrieve the meter reads from the CAISO Operational Meter Analysis and Reporting (OMAR) web and/or directly from the CAISO meter(s) at the Project sites. If the CAISO makes any adjustment to any CAISO meter data for a given time period, Seller agrees that it shall submit revised monthly invoices, pursuant to Section 6.2, covering the entire applicable time period in order to conform fully such adjustments to the meter data. Seller shall submit any such revised invoice no later than thirty (30) days from the date on which the CAISO provides to Seller such binding adjustment to the meter data.”

**21.** Section 3.9(c)(i) is deleted in its entirety and replaced with the following:

“(i) The Parties agree time is of the essence in regards to the Agreement. As such, Seller shall have demonstrated Commercial Operation per the terms of Appendix IV-2 by the date that is no later than thirty-six (36) months after the Effective Date of this Agreement, except as such date may be extended on a day for day basis for not more than a cumulative six (6) month period for a Permitted Extension (the “Guaranteed Commercial Operation Date”).”

**22.** Section 3.9(c)(v) is deleted in its entirety and replaced with the following:

“(v) Failure to Meet Guaranteed Commercial Operation Date. Seller shall cause the Project to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date. If the Commercial Operation Date occurs after the Guaranteed Commercial Operation Date after giving effect to Permitted Extensions or Force Majeure, then Buyer shall be entitled to declare an Event of Default and collect a Termination Payment pursuant to Article Five.”

**23.** A new subsection (v) is added to the end of Section 3.9(d):

“(v) The Seller must provide an updated Appendix XVII, demonstrating which generation Unit(s) will be reduced or removed. No new Unit(s) may be added without Buyer’s prior written consent.”

**24.** Section 3.9(f) is deleted in its entirety and replaced with the following:

“(f) Excess Network Upgrade Cost Termination Right.

“(i) Buyer has the right to terminate this Agreement by Notice on or before the date that is sixty (60) days after Seller provides to Buyer the results of any Interconnection Studies, the GIA(s) tendered to Seller by the Participating Transmission Owner, the DERP Agreement, or any additional agreements that may be required for DERP aggregations by Participating Transmission Owner, if such Interconnection Studies or GIA(s) as of the date of the termination Notice, estimates, includes, specifies or reflects that the maximum total cost of the Network Upgrades to Buyer, or any Participating Transmission Owner under the jurisdiction of the CAISO, including costs reimbursed to Seller by Buyer or any Participating Transmission Owner under the jurisdiction of the CAISO (“Aggregate Network Upgrade Costs”), may in the aggregate exceed one hundred and ten percent (110%) of the amount identified in the Interconnection Studies that were submitted with Seller’s original bid offer (package) so long as the exceeded dollar amount is equal to or greater than one hundred thousand dollars ($100,000.00) (“Network Upgrades Cap”), and Seller has not agreed to assume financial responsibility for Excess Network Upgrade Costs. This termination right is irrespective of any subsequent amendments of such Interconnection Studies , GIA(s), the DERP Agreement, or any additional agreements that may be required for DERP aggregations by Participating Transmission Owner or any contingencies or assumptions upon which such Interconnection Studies, GIA(s), the DERP Agreement, or any additional agreements that may be required for DERP aggregations by Participating Transmission Owner is based. Buyer’s Notice to terminate will be effective five (5) Business Days after such Notice is given to Seller.

(ii) Notwithstanding anything to the contrary in this Section 3.9(f)(ii), Buyer shall have no right to terminate this Agreement under Section 3.9(f)(i), if (A) Seller concurrently with its provision of the relevant Interconnection Studies ,GIA(s), the DERP Agreement, or any additional agreements that may be required for DERP aggregations by Participating Transmission Owner, as applicable, pursuant to Section 3.1(h)(ii)(B), irrevocably agrees to pay to the Participating Transmission Owner the amount by which the Aggregate Network Upgrade Costs exceed the Network Upgrades Cap (“Excess Network Upgrade Cost”) and (B) Seller enters into GIA(s) that states that Seller must pay all Excess Network Upgrade Costs without reimbursement from the Participating Transmission Owner. For sake of certainty, if Seller agrees to the above- described payment for the Excess Network Upgrade Costs pursuant to this Section 3.9(f)(ii), such agreement shall not independently convey to Seller any interest in or rights or title to any Network Upgrades or Congestion Revenue Rights (as defined in the CAISO Tariff) in connection with the development of the Project or the delivery of Product to Buyer pursuant to this Agreement.

(iii) Buyer shall have the right to terminate this Agreement on Notice, which will be effective five (5) Business Days after such Notice is given, (A) if Seller elects to exercise its right to pay for any Excess Network Upgrade Costs, but (B) FERC, CAISO, or any Participating Transmission Owner, as applicable, rejects Seller’s interconnection agreement(s), DERP Agreement, or any additional agreements that may be required for DERP aggregations by Participating Transmission Owner in whole or in part, or modifies Seller’s interconnection agreement(s), DERP Agreement, or any additional agreements that may be required for DERP aggregations by Participating Transmission Owner in a manner that would make Seller unable to comply with Seller’s obligation pursuant to Section 3.9(f)(i). In order to be effective, Buyer’s Notice of termination must be given on or before the date that is ninety (90) days after such rejection or modification by FERC, CAISO, or any Participating Transmission Owner.”

**25.** A new Section 3.10 is added as shown below:

“3.10 Subscribed Customer Reporting Form.

(a) Seller shall provide Buyer with the Subscribed Customer Reporting Form electronically in the format set forth in Appendix XVI (as such Appendix XVI may be modified by the Buyer in its reasonable discretion to reflect updates to its business practices) setting forth, with respect to each of Seller’s Customers for the Project, the information required in Appendix XVI. The Subscribed Customer Reporting Form must be delivered no later than the Commercial Operation Date and, thereafter, ten (10) Business Days after the first day of each calendar month, with respect to the prior calendar month. Seller must meet the following requirements with regard to its Customers:

(1) Seller must provide documentation that one sixth (1/6) of the Subscribed Capacity will come from residential Customers as of the Commercial Operation Date. If Seller does not have enough residential Customers to meet the one-sixth (1/6) load requirement, Seller shall cease enrolling non-residential Customers until it has enough residential Customers to meet this requirement.

(2) Following the Execution Date, Seller may include the Subscribed Customer Reporting Form for Seller’s Customers for the Project who are located anywhere in Buyer’s then current service territory.

(b) The aggregate Subscription level of all Customers with Subscriptions to the Facility for each month represents the “Subscribed Capacity” for the Facility.

(c) The Contract Capacity less the Subscribed Capacity for each billing month represents the “Unsubscribed Capacity” for the Facility.”

**26.** Section 4.1(a), Contract Price is deleted in its entirety and replaced with the following:

“(a) Contract Price.

(i) The dollars per MWh set forth on the Cover Sheet is the “Contract Price” and shall be used in accordance with the E\_ECR Tariff in order to calculate the bill credit to Buyer’s Customers for Subscribed Delivered Energy pursuant to the terms of Article Six.

(ii) Subject to Article Six, the price for Unsubscribed Delivered Energy is the lesser of (A) the DLAP Price plus the Renewable Energy Credit Market Price and (B) the Contract Price multiplied by the TOD Factor for the TOD Period being calculated, as described below in Section 4.4 (the “Unsubscribed Energy Price”).

(iii) If the Commercial Operation Date occurs on a day other than the first day of a calendar month for any reason, the price per MWh paid to Seller for Delivered Energy from the Commercial Operation Date until the first day of the next succeeding calendar month shall be the Unsubscribed Energy Price.

(iv) Except as otherwise expressly provided in this Agreement, any calculation involving both Subscribed Delivered Energy and Unsubscribed Delivered Energy will be allocated in proportion to Subscribed Delivered Energy and Unsubscribed Delivered Energy for the relevant calculation period.”

**27.** Section 4.2, TOD Periods is deleted in its entirety and replaced with the following:

“4.2 TOD Periods. The time of delivery periods (“TOD Periods”) specified below shall be referenced by the following designations:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **TOD PERIOD** | | |
| **Monthly Period** | **1. Peak** | **2. Mid-Day** | **3. Night** |
|  |  |  |  |
| A. July – Sept. | A1 | A2 | A3 |
| B. Oct. – Feb. | B1 | B2 | B3 |
| C. March – June | C1 | C2 | C3 |

Monthly Period Definitions. The Monthly Periods are defined as follows:

A. July – September;

B. October – February; and

C. March – June.

TOD Period Definitions. The TOD Periods are defined as follows:

1. **Peak** = hours ending 18 - 22 (Pacific Prevailing Time (PPT)) all days in the applicable Monthly Period.

2. **Mid-Day** = hours ending 09 - 17 PPT all days in the applicable Monthly Period.

3. **Night** = hours ending 23 – 08 PPT all days in the applicable Monthly Period.”

**28.** Section 4.4(a), the two tables for RPS TOD FACTORS (labeled “Full Capacity Deliverability Status” and “Energy Only Status”) are deleted in their entirety and replaced with the single table shown below:

|  |  |  |  |
| --- | --- | --- | --- |
| **TOD FACTORS\* FOR EACH TOD PERIOD** | | | |
| **Period** | **1. Peak** | **2. Mid-Day** | **3. Night** |
|  |  |  |  |
| A. July – September | 1.000 | 1.000 | 1.000 |
| B. October – February | 1.000 | 1.000 | 1.000 |
| C. March – June | 1.000 | 1.000 | 1.000 |

\* TOD Factors shown are consistent with factors approved in the 2018 RPS Decision: CPUC D. 19-02-007.

**29.** Section 4.4(b) is deleted in its entirety and replaced with the following:

**“**(b) Monthly TOD Payment for Unsubscribed Energy. ***[The following bracketed clause is applicable to As Available products only] [***(Except as provided in Section 4.5,)***]*** For each month in each Contract Year, Buyer shall pay Seller for Delivered Energy and Deemed Delivered Energy in each TOD Period (“Monthly TOD Payment”) the amount resulting from (i) multiplying the Contract Price times the TOD Factor for the applicable TOD Period, or Unsubscribed Energy Price, as then applicable under Article Six, times the sum of Delivered Energy (exclusive of Surplus Delivered Energy) for such TOD Period plus (ii) for each hour in the TOD Period, the Deemed Delivered Energy Price applicable to that hour times the TOD Factor for the applicable TOD Period or Unsubscribed Energy Price, as then applicable under Article Six, times the amount of Deemed Delivered Energy for such hour:

*Monthly TOD Payment = ([Contract Price $]* × *TOD Factor × Delivered Energy MWhhour*) *+ ([Deemed Delivered Energy Pricehour $]* × *TOD Factor* × *Deemed Delivered Energy MWhhour*)

n

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*hour*=1

n

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*hour*=1

**OR, as applicable:**

*Monthly TOD Payment = (Unsubscribed Energy Price $ × Delivered Energy MWhhour*) *+ (Unsubscribed Energy Pricehour $* × *Deemed Delivered Energy MWhhour*) **”**

n

å

*hour*=1

n

å

*hour*=1

**30.** Section 4.4(d) “Applicability of Full Capacity Deliverability Status TOD Factors” does not apply and is deleted in its entirety.

**31.** Section 4.5(a)(ii) is deleted in its entirety and replaced as shown below **(Please note that the sentence directly below the second equation in the Agreement is associated with Section 4.5(a) and not 4.5(a)(ii) and thus continues to apply.)**:

**“**(ii) for the remainder of such Contract Year:

(A) for every MWh of Excess Delivered Energy, the price paid to Seller shall be the lesser of (I) or (II), where (I) is seventy-five percent (75%) of (1) the Contract Price for such Contract Year times the TOD Factor for the applicable TOD Period or (2) Unsubscribed Energy Price, as then applicable under Article Six, and (II) is the hourly DA Price at the Delivery Point (the “Excess Delivered Energy Price”); and

(B) for every MWh of Excess Deemed Delivered Energy the price paid to Seller shall be the lesser of (I) and (II) where (I) is seventy-five percent (75%) of (1) the Deemed Delivered Energy Price times the TOD Factor for the applicable TOD Period or (2) Unsubscribed Energy Price, as then applicable under Article Six and (II) is the hourly DA Price at the Delivery Point (the “Excess Deemed Delivered Energy Price”).

*Excess Delivered Energy Pricehour = the lesser of ([75%* × *Contract Price x TOD Factor]* ***OR*** *DA Pricehour)*

**OR as applicable:** *Excess Delivered Energy Pricehour = the lesser of ([75%* × *Unsubscribed Energy Price]* ***OR*** *DA Pricehour)*

*Excess Deemed Delivered Energy Pricehour = the lesser of ([75%* × *Deemed Delivered Energy Pricehour* × *TOD Factor]* **OR** *DA Pricehour )*

**OR as applicable:** *Excess Deemed Delivered Energy Pricehour = the lesser of ([75%* × *Unsubscribed Energy Price]* **OR** *DA Pricehour )* **”**

**32.** New Sections (ix) and (x) are added to Section 5.1(b) as shown below:

“(ix) the Total Nameplate Rated Power of the Project, for all Project types except Environmental Justice Projects, exceeds 20 MW.

(x) the Total Nameplate Rated Power for Environmental Justice Projects (only) exceeds 1 MW.”

**33.** Article Six, Payment is deleted in its entirety and replaced with the new Article Six attached hereto as Attachment 2 to this RRC DERP Rider and Amendment.

**34.** Sections 8.4(a)(ii) and 8.4(a)(iii) are deleted in their entirety and replaced with the following:

“(ii) Delivery Term Security for RRC Projects with Contract Capacity over three (3) MW pursuant to this Section 8.4(a)(ii) in the amount $120/kW for As-Available resources or $180/kW for Baseload resources multiplied by the capacity of the Project as reflected in Section B of the Cover Sheet from the date required pursuant to Section 3.1(c)(i) as a condition precedent to the Initial Energy Delivery Date until the end of the Term; provided that, with Buyer’s consent, Seller may elect to apply the Project Development Security posted pursuant to Section 8.4(a)(i) toward the Delivery Term Security posted pursuant to this Section 8.4(a)(ii).

***[For purposes of Section 8.4(a), RRC Projects 3 MWs or less only need to comply with the following bracketed language.]***

***[***(iii) Term Security pursuant to this Section 8.4(a)(iii) in the amount of $20/kW for RRC Projects with Contract Capacity of three (3) MW and under multiplied by the capacity of the Project as reflected in Section B of the Cover Sheet, within thirty (30) days following the Effective Date of this Agreement until the end of the Term.***]***”

**35.** Section 8.4(c): the bracketed direction at the end of Section 8.4(c) is deleted in its entirety and replaced with: “***[Section 8.4(c) does not apply to RRC Projects 3 MWs or less.]***”

**36.** Section 10.2(b) Seller Representations and Warranties shall be deleted in its entirety and replaced with the following: [Note from Title Page of Agreement: Standard contract terms and conditions shown in shaded text are those that “may not be modified” per CPUC Decisions (“D.”) 07‑11‑025; D.10-03-021, as modified by D.11-01-025; and D.13-11-024.**]**

“(b) Seller Representations and Warranties. In addition to the representations, warranties and covenants specified in Section 10.2(a), Seller makes the following additional representations and warranties as of the Execution Date:

(i) Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) 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 (ii) 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.

(ii) 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.

(iii) The last sentences in Sections 10.2(b)(i) and 10.2(b)(ii) shall not be applicable to Seller’s representations, warranties and covenants in the remaining portions of Sections 10.2(b)(i) and 10.2(b)(ii). If Seller breaches or fails to perform its representations, warranties and covenants under Sections 10.2(b)(i) and 10.2(b)(ii), such breach or failure to perform and satisfy the obligations under such sections shall be considered an Event of Default by Seller.

(iv) Seller has not entered into any other agreement with any party for the sale of Product produced by the Project, other than Customers in accordance with the CSA and with E-ECR Tariff;

(v) Prior to the Execution Date and during the Term, (A) 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 (B) Seller has not and will not enter into a CSA for any individual 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);

(vi) Seller, and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term: (A) the Delivered Energy qualifies under Green-e®Energy Certification; (B) Seller shall comply with the Green-e® Energy Certification requirements and best practices as updated from time to time by CRS; (C) Seller shall provide all forms, disclosures and other documentation required by Buyer and its auditors in connection with the annual Green-e® Energy Certification verification and audit; (D) Seller shall provide to Buyer a copy of all annual Disclosure Documents that it provides to Customers; and (E) Seller shall provide Buyer with a completed “Green-e® Energy Attestation From Generator Participating In A Tracking System” (or successor form available on CRS’s website) promptly when required by Buyer, and (F) Seller shall provide Buyer with Green-e® Energy Host attestations as they are requested;

(vii) Seller, and, if applicable, its successors, represents, warrants and covenants that throughout the Delivery Term: the Subscribed Customer Reporting Form required under Section 3.10 shall be accurate and complete. If Seller becomes aware of incorrect information contained in any current or previously submitted Subscribed Customer Reporting Form, Seller shall provide Buyer with updated Subscribed Customer Reporting Form. Buyer shall not be liable for any action it takes or fails to take based on incorrect information contained in inaccurate or incomplete Subscribed Customer Reporting Form;

(viii) Seller, and, if applicable, its successors, represents, warrants and covenants that prior to the Execution Date and throughout the Term: (A) Seller has complied with and shall continue to comply with the Marketing Plan requirements of the ECR Program, E-ECR Tariff and Green-e® Energy Certification, (B) all marketing by Seller shall be accurate and in compliance with the Federal Trade Commission Green Guides, (C) any changes to the Marketing Plan shall be submitted to Buyer for review prior to Seller’s use of such materials, (D) Seller shall maintain an internet website dedicated to the Project containing disclosures about the Project required by Green-e®Energy, including a link to Buyer’s E-ECR Tariff webpage, a link to the Green-e® Energy website, and customer service contact information; and (E) Seller has received from Buyer and has read Attachment 1 of the CPUC’s CCA Code of Conduct decision (D.12-12-036) and has not and will not circumvent it;

(ix) Seller has and shall continue to incorporate in each CSA it enters into with Customers the provisions required to be included in the CSA as identified in Sections 3.1(r) and 3.1(s);

(x) Seller shall not use Buyer’s corporate name, trademark, trade name, logo, identity or any affiliation for any reason, without Buyer’s prior written consent;

(xi) Seller acknowledges that the Subscriptions it sells may be considered securities under federal or California law and, accordingly, has retained its own legal counsel to provide advice on securities law matters; ***[***and***]***

(xii) The Project shall comply with the requirements of the California Air Resources Board’s Voluntary Renewable Electricity Program and Seller shall provide Buyer with all documents necessary to enable Buyer to retire greenhouse gas allowances on behalf of Customers in compliance with the Voluntary Renewable Electricity Program***[***.”***][;*** and

(xiii) it has considered long-term climate risk with respect to the Project, consistent with CPUC Decision 20-08-046 (including, without limitation, the risks described in Ordering Paragraph 9(11)(a)-(e)).”***] [Section 10.2(b)(xiii) shall ONLY apply for Agreements with a Delivery Term of fifteen or more Contract Years.]***

**37.** Section 10.5(a) Indemnity by Seller is deleted it its entirety and replaced with the following:

“(a) Indemnity by Seller.

(i) Seller shall release, indemnify and hold harmless Buyer or Buyers’ respective directors, officers, agents, and representatives against and from any and all loss, Claims, actions or suits, including costs and attorney’s fees resulting from, or arising out of or in any way connected with (A) the Product delivered under this Agreement to the Delivery Point, or (B) Seller’s operation and/or maintenance of the Project, including any loss, Claim, action or suit, for or on account of injury to, bodily or otherwise, or death of persons, or for damage to or destruction of property belonging to Buyer, Seller, or others, excepting only such loss, Claim, action or suit as may be caused solely by the willful misconduct or gross negligence of Buyer, its Affiliates, or Buyers’ and Affiliates’ respective agents, employees, directors, or officers.

(ii) Seller shall defend, hold harmless and indemnify Buyer and its parent company, subsidiaries, affiliates, and its and their directors, officers, employees, shareholders, successors, and assigns from any and all damages, losses, or liability (including reasonable attorney’s fees) for any and all claims or causes of action arising from or in connection with Seller’s Subscribed Customer Reporting Form, subscriptions, bill credits, disputes, violations of Law, misrepresentations made by Seller or Seller’s contractors, agents, or representatives, claims relating to securities laws, or Green-e© Energy Certification, or loss thereof.”

**38.** Section 10.6(a) General Assignment shall be deleted in its entirety and replaced with the following:

“(a) General Assignment. Except as provided in Sections 10.6 (b) and (c), neither Party shall assign or transfer this Agreement or any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld so long as among other things (i) the assignee assumes all of the transferring Party’s payment and performance obligations under this Agreement, (ii) the assignee agrees in writing to be bound by the terms and conditions hereof, (iii) the transferring Party delivers evidence satisfactory to the non-transferring Party of the proposed assignee’s technical and financial capability to fulfill the assigning Party’s obligations hereunder, (iv) the transferring Party delivers such tax and enforceability assurance as the other Party may reasonably request; and (v) in the case of an assignment by Seller, the assignee assumes the rights and obligations of the Seller under each CSA. Notwithstanding the foregoing and except as provided in Section 10.6(b), consent shall not be required for an assignment of this Agreement where the assigning Party remains subject to liability or obligation under this Agreement, provided that (i) the assignee assumes the assigning Party’s payment and performance obligations under this Agreement, (ii) the assignee agrees in writing to be bound by the terms and conditions hereof, and (iii) the assigning Party provides the other Party hereto with at least thirty (30) days’ prior written notice of the assignment.”

**39.** Section 10.13 General: a new subsection (a) shall be added to Section 10.13 containing the language shown below:

“(a) Neither a Customer, nor any other third party, shall be a third party beneficiary of this Agreement.”

**40.** Section 11.1(b)(i) shall be deleted in its entirety and replaced with the following:

“(i) If Buyer exercises its termination right in connection with the Force Majeure Failure, then the Agreement shall terminate without further liability of either Party to the other, effective upon the date set forth in Buyer’s Notice of termination, subject to each Party’s satisfaction of all of the final payment and survival obligations set forth in Sections 2.6(a) and (b). The Parties agree that for a period of three (3) years from the date on which Buyer Notifies Seller of termination due to the Force Majeure Failure (“Exclusivity Period”), neither Seller, its successors and assigns, nor its Affiliates shall enter into an obligation or agreement to sell or otherwise transfer any Products from the Project to any third party, unless Seller first offers, in writing, to sell to Buyer such Products from the Project on the same terms and conditions as this Agreement and at the lesser of the Unsubscribed Energy Price and the Contract Price, subject to permitted modifications identified in subpart (ii) below, (the “First Offer”) and Buyer either accepts or rejects such First Offer in accordance with the provisions herein.”

**41.** In Article 12, “Dispute Resolution,” at Sections 12.1, 12.3 and 12.4(c), the venues noted therein shall be deleted and replaced as noted below:

12.1 “….The lone exception to the foregoing is that either Party may seek an injunction in Superior Court in ~~San Francisco~~Alameda County, California if such action is necessary….”

12.3 “….The Arbitration shall take place in ~~San Francisco~~Alameda County, California, and shall be administered by and in accordance with JAMS’s Commercial Arbitration Rules (“Arbitration”). ….”

12.4(c) “….The California Superior Court of the ~~City and~~ County of Alameda~~San Francisco~~ may enter judgment upon any award rendered by the arbitrator. ….”

**42.** Appendix I is amended as shown on Attachment 3 to this RRC DERP Rider and Amendment

**43.** In Appendix III, “Form of Progress Report” in the first section titled “Instructions” the following new language is added after subsection (v):

“(vi) The Seller must provide Progress Reports for each Project Site as identified in Appendix XVII.”

**44.** In Appendix VIII, “Seller Documentation Condition Precedent”, Section 4 is deleted in its entirety and replaced with the following language:

“Evidence of Site control for all Project Sites (e.g. lease with redacted price terms) satisfactory to Buyer.”

**45**. In Appendix XIII, Part I “Project Specifications”, is replaced in its entirety by new Appendix XVII and can be found as Attachment 8 to this RRC DERP Rider and Amendment.

**46**. In Appendix XIII, Part II “Project Specifications and Contract Capacity Calculation” remains in effect and is modified as noted in subsections (a) – (c) below

a. Under “II. Contract Capacity Calculation”, Section B in the table is amended to read as follows:

“Sum of calculated electrical losses from inverter/generator output terminals to the CAISO revenue meters from all Project Sites (with all inverters/generators operating at Nameplate Rated Outputs), as specified in Appendix XVII”

b. Under “II. Contract Capacity Calculation”, Section C is amended to read as follows:

“Sum of Electrical Losses for all Project Sites as specified in Appendix XVII”

c. Under “II. Contract Capacity Calculation”, Section D is amended to read as follows:

“Sum of auxiliary and station loads coincident with inverters/generators operating at Nameplate Rated Outputs at all Project Sites”

**47.** Seller’s satisfaction of its Demonstration of Community Interest must be completed prior to the Construction Start Date. In connection thereto:

(a) Appendix XV, “Demonstration of Community Interest” is added to the Agreement and can be found as Attachment 4 to this RRC DERP Rider and Amendment; and

(b) Appendix IV-I is amended as shown on Attachment 5 to this RRC DERP Rider and Amendment. This appendix is cross-referenced in Section 3.9(a)(vi) of the Agreement.

**48.** Appendix IV-2 is amended as shown on Attachment 6 to this RRC DERP Rider and Amendment. This appendix is cross-referenced in Section 3.9(c)(i) of the Agreement.

**49.** A new Appendix XVI, “Subscribed Customer Reporting Form” is added to the Agreement and can be found as Attachment 7 to this RRC DERP Rider and Amendment. This new appendix is cross referenced in new Section 3.10(a) (see Section 25 of this RRC DERP Rider and Amendment).

**50.** Appendix XII, “Supplier Diversity Program,” is deleted in its entirety and replaced with the new Appendix XII attached hereto as Attachment 10 to this RRC DERP Rider and Amendment.

**III.** MISCELLANEOUS. This Section III applies to this RRC DERP Rider and Amendment.

**1.** Reservation of Rights. Each of the Parties expressly reserves all of its respective rights and remedies under the Agreement.

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

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

**4.** Successors and Assigns. This RRC DERP Rider and Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**5.** Notices. Any written notice required to be given under the terms of this RRC DERP Rider and Amendment shall be given in accordance with the terms of the Agreement.

**6.** Effective Date. This RRC DERP Rider and Amendment shall be deemed effective as of the Execution Date.

**7.** Further Agreements. This RRC DERP Rider and Amendment shall not be amended, changed, modified, abrogated or superseded by a subsequent agreement unless such subsequent agreement is in the form of a written instrument signed by the Parties.

**8.** Authorized Signatures; Counterparts; Electronic Signatures. This RRC DERP Rider and Amendment may be executed in one or more counterparts, each of which will be deemed to be an original of this RRC DERP Rider and Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. Each Party represents and warrants that the person who signs below on behalf of that Party has authority to execute this RRC DERP Rider and Amendment on behalf of such Party and to bind such Party to this RRC DERP Rider and Amendment. The exchange of copies of this RRC DERP Rider and Amendment and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this RRC DERP Rider and Amendment as to the Parties and may be used in lieu of the original RRC DERP Rider and Amendment for all purposes.

|  |  |  |  |
| --- | --- | --- | --- |
| **SIGNATURES** | | | |
| **Agreement Execution**  In WITNESS WHEREOF, each Party has caused this RRC DERP Rider and Amendment to be duly executed by its authorized representative as of the dates provided below: | | | |
| [**SELLER, a (*include place of formation and business type*)**] | | **PACIFIC GAS AND ELECTRIC COMPANY, a California corporation** | | |
| Signature: |  | Signature: |  | |
| Name: |  | Name: |  | |
| Title: |  | Title: |  | |
| Date: |  | Date: |  | |

**Attachment 1 to RRC DERP Rider and Amendment**

Shown below are new Sections 3.1(r) and 3.1(s) to the Agreement. ***[Please refer to Section II.17. of the RRC DERP Rider and Amendment regarding the use of these sections.]***

“(r) Customer Seller Agreement Required Provisions. Seller shall include all of the following provisions in each CSA.

(i) An outline detailing the program structure of the E-ECR Tariff , including the bill credit mechanism and a statement that Buyer is not a party to, or third party beneficiary of, the CSA or the transactions between Seller and Customer, other than as a conduit for bill credits pursuant to Seller’s Subscribed Customer Reporting Form;

(ii) The benefits and risks to Customer of subscribing to the Facility, including any termination of the PPA or termination fees that may be assessed by Seller or Buyer, and that Customer should not expect to receive bill credits in excess of the amount of consideration it provides to Seller under the CSA;

(iii) Customer acknowledgment of the risks associated with participating in wholesale energy markets;

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

(v) Customer acknowledgment that it will only receive bill credits to the extent the Project actually generates Energy and Seller provides the correct Subscribed Customer Reporting Form to Buyer as specified in Section 3.10;

(vi) The CSA will automatically terminate upon termination or expiration of this Agreement;

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

(viii) 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;

(ix) Customers must enroll with Buyer’s E-ECR Tariff as a condition to being eligible to receive bill credits;

(x) Customers must un-enroll from Buyer’s E-ECR Tariff if Customer no longer wishes to subscribe to the Project; Customers cannot transfer their Subscriptions to other parties;

(xi) Customers may not subscribe for more than one hundred and twenty percent (120%) of their forecasted annual load, as reasonably determined by Buyer based on historical usage data;

(xii) Customer Subscription payments to Seller, if any, are refundable until the Commercial Operation Date has been achieved, and Customer subscriptions are portable within Buyer’s territory upon the Execution Date;

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

(xiv) Disclosure that the Customer Subscription may be considered a “security” issued by Seller under federal or state law;

(xv) Customer is not guaranteed any energy production from the Project;

(xvi) Information describing Green-e© Energy Certification and what requirements Seller is subject to in order to provide Customers with Product qualifying for Green-e® Energy Certification;

(xvii) A description of Customer access rights to the Site and the Facility, if any;

(xviii) Seller and Buyer shall share Customer information amongst themselves for purposes of billing and credits, program eligibility and verifying participation and that Buyer and Seller shall maintain the confidentiality of Customer information;

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

(xx) 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;

(xxi) Seller will provide Buyer with Subscribed Customer Reporting Form related to the Subscribed Capacity, and Seller shall indemnify Buyer for all related claims and billing disputes between Customer and Seller. All bill credits to Customer shall be subject to set-off and counterclaim by Buyer under Seller’s power purchase agreement with Buyer;

(xxii) A Seller transfer or sale of the Project to another entity will be subject to Buyer’s consent and the transferee must (A) accept all of Seller’s obligations under the power purchase agreement between Buyer and Seller, including all duties, liabilities and indemnities, and (B) either enter into new CSAs containing 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;

(xxiii) Seller shall notify Customers of any proposed modifications to the Project and provide Customers adequate time to withdraw their Subscription to the Project, subject to any applicable termination provisions in the E-ECR Tariff, due to any such proposed modifications;

(xxiv) A Customer’s minimum Subscription must be 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;

(xxv) Within sixty (60) days after the Commercial Operation Date, Seller must provide completed Disclosure Documents and a statement that Seller is required by its Green-e® Energy Certification to provide updated Disclosure Documents to Customer on an annual basis;

(xxvi) 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;

(xxvii) Seller representation that any electricity, stripped of Renewable Energy Credits is null power and no longer renewable and that, due to change of law provisions in the power purchase agreement between Buyer and Seller, power delivered may cease to be renewable;

(xxviii) Seller covenants not to claim the Renewable Energy Credits associated with any Delivered Energy;

(xxix) Seller obligation regarding transfer and chain of custody of Renewable Energy Credits;

(xxx) Seller shall provide Customer notice of any direct change of control of Seller (whether voluntary or by operation of Law); and

(xxxi) 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.

(s) Green-e® Energy Certification.

(i) As of the Effective Date, Seller represents and warrants that (A) the Project is eligible for Green-e® Energy Certification and (B) the WREGIS Certificates associated with the Renewable Energy Credits corresponding to Delivered Energy have not been separately sold, separately marketed or otherwise separately represented by Seller or its Affiliates as renewable energy attributable to the Project other than to Buyer.

(ii) From the Execution Date, and for the duration of the Delivery Term, Seller covenants that it shall, at its sole expense, take all actions, including complying with all applicable registration, attestation, eligibility, auditing, and reporting requirements, and execute all documents or instruments necessary (A) to be eligible for and maintain the Green-e® Energy Certification during the Delivery Term, and (B) to enable Buyer to meet its obligation for an ECR Program with Green-e® Energy Certification during the Delivery Term.

(iii) Seller Compliance with Green-e® Energy Certification Requirements for Marketing and CSAs. Throughout the Term, surviving the expiration of the Agreement as provided in Section 2.6(b), Seller must comply with Green-e® Energy Certification eligibility criteria and requirements in its marketing materials and the CSA. Upon request, Seller must disclose requested information to the Buyer and/or CRS for Green-e® Energy Certification, including but not limited to:

(A) agreeing to provide resources having Green-e® Energy Certification to all Customers;

(B) agreeing to abide by Green-e® Energy Certification requirements and best practices as specified on the CRS website;

(C) ensuring that all marketing of and disclosures relating to the Project is accurate and in compliance with the FTC and the FTC Green Guides, the ECR Program, E-ECR Tariff and Green-e® Energy Certification requirements, the CPUC’s CCA Code of Conduct decision (D.12-12-036), and best practices;

(D) maintaining a webpage with disclosures about the Project, Seller’s customer service contact information, and links to both Buyer’s RRC webpage and the CRS website;

(E) completed Disclosure Documents to each potential Customer prior to signing CSA with a Customer and in a welcome packet distributed sixty (60) days prior to the Commercial Operation Date and annually thereafter (and in each case with a copy to Buyer), along with a statement that such Disclosure Documents are required by Green-e® Energy, which shall include, without limitation: (I) amount of energy, in kWh, that Customer has been provided from the Project; (II) price per kW or kWh; (III) kW or kWh contracted for (option to also include percentage of Facility’s output); (IV) the Term; (V) renewable resource mix; (VI) Facility location; (VII) Seller’s contact information; (VIII) disclaimer stating that capacity does not guarantee a certain amount of output and output may vary (if selling in kW); (IX) include an estimated output in kWh for each Customer’s Subscription (if selling in kW); (X) include the average kW needed to power a home in the region (if selling in kW); (XI) Seller’s customer service contact information; (XII) link to Buyer’s CR webpage; (XIII) all terms and conditions of Customer’s Subscription; (XIV) statement that these disclosures are required by Green-e® Energy and information about Green-e® Energy Certification and link to the CRS’s website: www.green-e.org/energy; and

(F) Seller to provide all forms, disclosure and other information to Buyer or its auditors for annual verification and audit.”

**Attachment 2 to RRC DERP Rider and Amendment**

***[Please refer to Section II.33. of the RRC DERP Rider and Amendment regarding the use of this Attachment.]***

**“ARTICLE SIX: PAYMENT**

6.1 Billing and Payment; Remedies. On or about the tenth (10th) day of each month beginning with the second month of either the Test Period or the first Contract Year, whichever occurs first, and every month thereafter, and continuing through and including the first month following the end of the Delivery Term, Seller shall provide to Buyer (a) records of metered data, including CAISO metering and transaction data sufficient to document and verify the generation of Product by the Project for any CAISO settlement time interval during the preceding months, (b) access to any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy or amount of any Reductions; and (c) an invoice, in the format specified by Buyer, indicating the payments associated with the Unsubscribed Delivered Energy and covering the services provided in the preceding month determined in accordance with the applicable provisions of this Agreement. Seller shall continue to provide to Buyer an invoice of CAISO charges, net any sums Buyer owes Seller under this Agreement, on or about the tenth (10th) day of each month until the date of the Final True-Up. Buyer shall pay Seller and credit Seller’s Customers in accordance with this Article Six and in accordance with approved, accurate and undisputed Subscribed Customer Reporting Form for the undisputed amount of such invoices less the amount of any RA Deficiency Amount and the amount of any Forecasting Penalties, as applicable on or before the last Business Day of the second month from which Buyer receives an invoice from Seller. If either the invoice date or payment date is not a Business Day, then such invoice or payment shall be provided on the next following Business Day. During the Test Period, and for twelve (12) months following the Test Period only, Buyer shall provide to Seller a statement of the CAISO Revenues and any true-ups of CAISO Revenues from prior months and Buyer shall forward to Seller the CAISO Revenues from such statement, according to the invoice and payment schedules described in this Section 6.1. Each Party will make payments by electronic funds transfer via automated clearing house, or by other mutually agreeable method(s), to the account designated by the other Party. Any undisputed amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full. Invoices may be sent by facsimile or e-mail. Buyer shall make payment of each undisputed invoice related to the Unsubscribed Capacity directly to Seller. Buyer and Seller acknowledge that payment to Seller under this Agreement of each undisputed invoice related to the Subscribed Delivered Energy shall be made by Buyer in the form of bill credits to Customers in accordance with the E-ECR Tariff and Seller’s Subscribed Customer Reporting Form, and Seller hereby assigns payment for Subscribed Energy to its Customers and any right to receive all such payments in respect of Subscribed Delivered Energy to such Customers. Any amounts owed by Seller under this Agreement, including under Section 4.6, shall not be included in Seller’s Subscribed Customer Reporting Form, but shall be included in amounts payable directly to or from Seller.

6.2 Disputes and Adjustments of Invoices. In the event an invoice or portion thereof or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with Notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Subject to Section 3.6, in the event adjustments to payments are required as a result of inaccurate meter(s), Buyer shall use corrected measurements to recompute the amount due from Buyer to Seller for the Product delivered under the Transaction during the period of inaccuracy. The Parties agree to use good faith efforts to resolve the dispute or identify the adjustment as soon as possible. Upon resolution of the dispute or calculation of the adjustment, any required payment or bill credit shall be made within fifteen (15) days of such resolution along with interest accrued at the Interest Rate from and including the due date, but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment, but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 6.2 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made; provided that, such waiver shall not apply to any adjustment or dispute related to Seller’s performance under any applicable RMR Contract; and provided further that, any disputes with respect to a statement of CAISO Revenues is waived unless Seller notifies Buyer in accordance with this Section 6.2 within one (1) month after the last statement of CAISO Revenues is provided. If an invoice is not rendered within twelve (12) months after the close of the month during which performance under the Transaction occurred, the right to payment for such performance is waived.

6.3 During each month of the Delivery Term, if the quotient of the average billing month 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 the Monthly TOD Payment related to all Delivered Energy and Deemed Delivered Energy shall be calculated using the Contract Price multiplied by the TOD Factor for the TOD Period being calculated as described in Section 4.4. The payment for the Subscribed Delivered Energy shall be applied as a bill credit to Seller’s Customers in accordance with the E-ECR Tariff and the payment for the Unsubscribed Delivered Energy, net amounts owed, shall be paid to Seller.

| **MINIMUM SUBSCRIPTION REQUIREMENT** | |
| --- | --- |
| **Years of Operation** | **Minimum subscription level for purposes of calculating the Minimum Subscription Requirement** |
| First Contract Year | 45% |
| Second Contract Year | 70% |
| Third Contract Year | 90% |
| Remaining Delivery Term | 95% |

During each month of the Delivery Term, if the quotient of the average billing month Subscribed Capacity divided by the Contract Capacity is less than the applicable Minimum Subscription Requirement, then the payment for Subscribed Delivered Energy shall be calculated in accordance with the E-ECR Tariff and shall be applied as a bill credit to Customers, and the payment for Unsubscribed Delivered Energy shall be calculated using the Unsubscribed Energy Price as described in Section 4.4 and shall be paid to Seller.

6.4 Notwithstanding any other provision in this Agreement, Buyer is not obligated to provide a bill credit to any Customer that does not meet the requirements of this Agreement and the E-ECR Tariff or if Buyer determines, in its reasonable discretion, that the information contained in the Subscribed Customer Reporting Form is incorrect. Retroactive changes to Subscribed Customer Reporting Form will not be permitted.”

**Attachment 3 to RRC DERP Rider and Amendment**

***[Please refer to Section 42 of the RRC DERP Rider and Amendment regarding the use of this Attachment.]***

**APPENDIX I**

**FORM OF LETTER OF CREDIT**

***Issuing Bank Letterhead and Address***

STANDBY LETTER OF CREDIT NO. XXXXXXXX

**Date:** [insert issue date]

|  |  |  |  |
| --- | --- | --- | --- |
| **Beneficiary:** | Pacific Gas and Electric Company | **Applicant:** | [Insert name and address of Applicant] |
|  | 300 Lakeside Drive, Suite 210 |  |  |
|  | Oakland, CA 94612 |  |  |
|  | Attention: Credit Risk Management |  |  |

**Letter of Credit Amount:** [insert the amount]

**Expiry Date:** [insert the expiry date]

Ladies and Gentlemen:

By order of **[insert the name of Applicant]** (“Applicant”), we hereby issue in favor of Pacific Gas and Electric Company (the “Beneficiary”) our irrevocable standby letter of credit No. **[insert the letter of credit number]** (“Letter of Credit”), for the account of Applicant, for drawings up to but not to exceed the aggregate sum of U.S. $ **[insert amount in figures followed by (amount in words)]** (“Letter of Credit Amount”). This Letter of Credit is available with **[insert the name of issuing bank, and the city and state in which it is located]** by sight payment, at our offices located at the address stated below, effective immediately, and it will expire at our close of business on **[insert the expiry date]** (the “Expiry Date”).

Funds under this Letter of Credit are available to the Beneficiary against presentation of the following documents (which may be presented by physical delivery or by facsimile, e-mail or other electronic transmission):

1. Beneficiary’s signed and dated sight draft in the form of Exhibit A hereto, referencing this Letter of Credit No. **[insert the letter of credit number]** and stating the amount of the demand; and

2. One of the following statements signed by an authorized representative or officer of Beneficiary:

A. “Pursuant to the terms of that certain **[insert the name of the Agreement]** (the “Agreement”), dated **[insert the date of the Agreement]**, between Beneficiary and **[insert the name of Seller under the Agreement],** Beneficiary is entitled to draw under Letter of Credit No. **[insert the letter of credit number]** amounts owed by **[insert the name of Seller under the Agreement]** under the Agreement; or

B. “Letter of Credit No. **[insert the letter of credit number]** will expire in thirty (30) days or less and **[insert the name of Seller under the Agreement]** has not provided replacement security acceptable to Beneficiary.

Special Conditions:

1. Partial and multiple drawings under this Letter of Credit are allowed;

2. All banking charges associated with this Letter of Credit are for the account of the Applicant;

3. This Letter of Credit is not transferable; and

4. The Expiry Date of this Letter of Credit shall be automatically extended, without a written amendment, for a period of one (1) year, and it shall also be so extended on each successive Expiry Date, unless at least sixty (60) days before the then current Expiry Date we notify you by registered mail or courier that we elect not to extend the Expiry Date of this Letter of Credit for such an additional period.

We engage with you that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation, on or before the Expiry Date (or after the Expiry Date in case of an interruption of our business as stated below), at our offices located at **[insert issuing bank’s address for drawings]**.

All demands for payment shall be made by presentation of copies or original documents, or by facsimile, e-mail, or other electronic transmission of documents to **[insert fax number, e-mail or other electronic transmission]**, Attention: **[insert name of bank’s receiving department]** or **[Insert e-mail or other electronic transmission address]**. If a demand is made by facsimile, e-mail or other electronic transmission, the originals or copies of documents must follow by overnight mail, and you may contact us at **[insert phone number(s)]** to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a presentation.

Our payments against complying presentations under this Letter of Credit will be made no later than on the sixth (6th) banking day following a complying presentation.

Except as stated herein, this Letter of Credit is not subject to any condition or qualification. It is our individual obligation, which is not contingent upon reimbursement and is not affected by any agreement, document, or instrument between us and the Applicant or between the Beneficiary and the Applicant or any other party.

Except as otherwise specifically stated herein, this Letter of Credit is subject to and governed by the *Uniform Customs and Practice for Documentary Credits, 2007 Revision,* International Chamber of Commerce (ICC) Publication No. 600 (the “UCP 600”); provided that, if this Letter of Credit expires during an interruption of our business as described in Article 36 of the UCP 600, we will honor drafts presented in compliance with this Letter of Credit, if they are presented within thirty (30) days after the resumption of our business, and we will effect payment accordingly.

The electronic copy of this Letter of Credit or amendment shall be the operative instrument until such time as the original is received. This Letter of credit can be amended or terminated by facsimile, e-mail or other electronic transmission.

The law of the State of New York shall apply to any matters not covered by the UCP 600.

For telephone assistance regarding this Letter of Credit, please contact us at **[insert number and any other necessary details]**.

Very truly yours,

|  |  |
| --- | --- |
| **[insert name of issuing bank]** | |
| By: |  |
|  | Authorized Signature |
| Name: | **[print or type name]** |
| Title: | **[print or type title]** |

**[Note: All pages must contain the Letter of Credit number and page number for identification purposes.]**

**Exhibit A SIGHT DRAFT**

TO

[INSERT NAME AND ADDRESS OF PAYING BANK]

AMOUNT: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AT SIGHT OF THIS DEMAND PAY TO THE ORDER OF PACIFIC GAS AND ELECTRIC COMPANY THE AMOUNT OF U.S.$\_\_\_\_\_\_\_\_(\_\_\_\_\_\_\_\_\_\_\_\_\_\_ U.S. DOLLARS)

DRAWN UNDER [INSERT NAME OF ISSUING BANK] LETTER OF CREDIT NO. XXXXXX.

REMIT FUNDS AS FOLLOWS:

[INSERT PAYMENT INSTRUCTIONS]

DRAWER

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME AND TITLE

**Attachment 4 to RRC DERP Rider and Amendment**

***[Please refer to Section 47 of the RRC DERP Rider and Amendment regarding the use of this Attachment.]***

**APPENDIX XV**

**Demonstration of Community Interest**

All selected Projects must satisfy the following community interest requirements prior to the Construction Start Date (the “Demonstration of Community Interest”):

* Documentation that community members have committed to enroll in thirty percent (30%) of the Project's capacity **or** documentation that community members have provided expressions of interest in the Project sufficient to reach fifty-one percent (51%) of the Project's capacity.
  + Note: Community members that have committed to enroll may be counted toward the expression of interest requirement. Municipalities or counties may provide a guaranteed subscription rate to demonstrate community interest.
* For the purpose of demonstrating community interest, community members/subscribers must be located within the same municipality or county or within ten miles of the Project's address. Community members/subscribers must also meet the other customer eligibility criteria as defined in Electric Schedule E-ECR Tariff.
* Developers must inform customers committing to enroll of an estimated price, when the project is expected to come online and a contract term. An expression of interest does not require disclosure of these elements. For both the commitment to enroll and expression of interest, documentation must be either in the form of a physical signed document, or digital e-signature technology—see PG&E’s Regional Renewable Choice website at www.pge.com/rfo.
* A complete community interest packet must include the following forms with all completed fields:

1. Summary Form

* + - Commitment to Enroll
    - Expression of Interest

2. Supporting Documentation—scanned, signed documents or proof of online equivalent

* + - Commitment to Enroll
    - Expression of Interest

**Attachment 5 to RRC DERP Rider and Amendment**

***[Please refer to Section 47 of the RRC DERP Rider and Amendment regarding the use of this Attachment.]***

**APPENDIX IV–1**

**CONSTRUCTION START**

**FORM OF CERTIFICATION**

\_\_(Date)\_\_\_

Director Contract Management and Settlements

Pacific Gas and Electric Company

300 Lakeside Drive, Suite 210

Oakland, CA 94612

Re: Construction Start Date

This certification (“Certification”) of the Construction Start Date is delivered by \_\_\_\_\_\_\_\_\_\_\_ (“Seller”) to Pacific Gas and Electric Company (“Buyer”) in accordance with the terms of that certain Power Purchase Agreement dated \_\_\_\_\_\_\_\_ (“Agreement”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement. A copy of this Appendix IV-1 must be provided for each Project Site. Seller hereby certifies and represents to Buyer all of the following:

a) the EPC Contract related to the Project was executed on \_\_\_\_\_\_\_\_\_\_;

b) [permitting agency name] \_ issued grading permits to the Seller on \_\_\_\_\_\_\_\_\_\_; and

c) the Notice to Proceed was issued on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (attached), and.

d) mobilization at the Project Site commenced on \_\_\_\_\_\_\_\_\_\_.

e) Buyer accepted Seller’s Demonstration of Community Interest on \_\_\_\_\_\_\_\_\_\_\_.

f) Site name (as identified in Appendix XVII): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Seller as of the \_\_\_ day of \_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Seller)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Position)

[LICENSED PROFESSIONAL ENGINEER]

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment 6 to RRC DERP Rider and Amendment**

***[Please refer to Section 48 of the RRC DERP Rider and Amendment regarding the use of this Attachment.]***

**APPENDIX IV–2**

**COMMERCIAL OPERATION CERTIFICATION PROCEDURE**

In accordance with the terms of that certain Power Purchase Agreement dated \_\_\_\_\_\_\_\_, 20\_\_ by and between Pacific Gas and Electric Company (“Buyer”) and \_\_\_\_\_\_\_\_\_\_\_\_ (“Seller”) to declare and recognize the Commercial Operation Date of the Project, Seller shall provide all of the documents set forth herein to Buyer as of the Commercial Operation Date. Full documentation must be provided for each Project Site. This Appendix IV-2 must be provided for each Project Site. All terms not defined herein shall have the meaning set forth in the Agreement.

(1) A certification from an authorized officer of Seller, substantially in the form of Attachment A to this Appendix IV-2, dated as of the Commercial Operation Date; and

(2) A certificate or report from a Licensed Professional Engineer containing all of the following:

(a) A statement that the Project has achieved Mechanical Completion and the date on which it was achieved;

(b) A statement that the Project has successfully completed Project Testing and the dates on which Seller has accepted the test results; and

(c) A statement that the Project has achieved Substantial Completion and the date on which it was achieved.

(3) Seller has provided to Buyer all documents which demonstrate that Seller has satisfied all of the CAISO agreement, interconnection agreement, and metering requirements in Sections 3.4 and 3.6 and has enabled Buyer to schedule the Facility with the CAISO for the Facility’s full unrestricted output.

(4) Definitions.

(a) “Mechanical Completion” means that (i) all components and systems of the Project have been properly constructed, installed and functionally tested according to EPC Contract requirements in a safe and prudent manner that does not void any equipment or system warranties or violate any permits, approvals or Laws; (ii) the Project is ready for startup testing and commissioning; (iii) Seller has provided written acceptance to the EPC Contractor of mechanical completion as that term is specifically defined in the EPC Contract.

(b) “Project Testing Completion” means the written acceptance to the EPC Contractor of the completion of startup testing / commissioning, emissions testing (as applicable), and performance / acceptance / warranty testing (all such testing shall be collectively referred to as “Project Testing”) as required under the EPC Contract. The objectives of the tests shall be generally (i) to verify that the Project has been properly designed and constructed to meet the performance and operating requirements of the EPC Contract; (ii) to assure warranty coverage for equipment and systems over their warranty periods.

(c) “Substantial Completion” means when the following has occurred: (i) the Project is sufficiently complete, in accordance with the EPC Contract, that Seller has full and unrestricted use and benefit of the Project in the use for which it is intended; (ii) the Project has achieved Mechanical Completion; (iii) utilities are fully connected and operating normally; (iv) all necessary permits have been issued; (v) the Project is fully and properly interconnected and synchronized with the electrical grid and is capable of producing electricity in accordance with the EPC Contract; (vi) the operating manual has been approved by Seller; (vii) all work other than incidental corrective and incidental punch list work is complete; and (viii) Seller has provided written acceptance to the EPC Contractor of substantial completion as that term is specifically defined in the EPC Contract.

**APPENDIX IV–2 –Attachment A**

**COMMERCIAL OPERATION**

**FORM OF CERTIFICATION**

This certification (“Certification”) of Commercial Operation is delivered by \_\_\_\_\_\_\_(“Seller”) to Pacific Gas and Electric Company (“Buyer”) in accordance with the terms of that certain Power Purchase Agreement dated \_\_\_\_\_\_\_ (“Agreement”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

(1) Mechanical Completion of the Project was achieved on \_\_\_\_[DATE]\_\_\_\_.

(2) Project Testing Completion successfully occurred on:

***[Seller to indicate each type of Project Testing and date completed]***

(a) NAME OF TEST [DATE]

(b) NAME OF TEST [DATE]

(c) NAME OF TEST [DATE]

(3) Substantial Completion of the Project was achieved on \_\_\_\_[DATE]\_\_\_\_

(4) Pre-parallel inspection of the Project was successfully completed on \_\_[DATE]\_\_

(5) Authorization to parallel the Project was obtained on \_\_\_\_[DATE]\_\_\_\_

(6) Telemetering / SCADA visibility with PTO and CAISO grid control and power dispatch centers was obtained for the Project on \_\_\_\_[DATE]\_\_\_\_

(7) Reliability Network Upgrades (as defined in the CAISO Tariff) were completed on the Project on \_\_\_\_[DATE]\_\_\_\_

(8) Power system stabilizer testing and calibration was obtained for the Project on \_\_\_\_\_[DATE]\_\_\_\_

or,□ was not required

(9) Full Capacity Deliverability Status Finding from CAISO was obtained for the Project on \_\_\_\_[DATE]\_\_\_\_ or, □ was not required because the Project is Energy Only.

(10) The Participating Transmission Provider or Distribution Provider has provided documentation supporting full unrestricted release for Commercial Operation by [Name of Participating Transmission Owner as appropriate] on \_\_\_\_\_\_\_[DATE]\_\_\_\_\_.

(11) The CAISO has provided notification supporting Commercial Operation, in accordance with the CAISO tariff on \_\_\_\_\_\_\_[DATE]\_\_\_\_\_.

(12) Site Name (as identified in Appendix XVII): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A certified statement of the Licensed Professional Engineer, attached hereto, has been provided as evidence of Commercial Operation of the Project to provide Product and meet, at a minimum, the requirements indicated herein.

EXECUTED by SELLER this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

|  |  |  |  |
| --- | --- | --- | --- |
|  | | **[Licensed Professional Engineer]** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
|  |  | Date: |  |
|  | License Number and LPE Stamp | |  |

**Attachment 7 to RRC DERP Rider and Amendment**

***[Please refer to Section 49 of the RRC DERP Rider and Amendment regarding the use of this Attachment.]***

**APPENDIX XVI**

**Subscribed Customer Reporting Form**

Customer Subscription details are to be provided to Buyer on the Commercial Operation Date, and afterwards, on a monthly basis, using the table format shown below. Note that Seller should fill in **EITHER** the “Capacity Subscribed (kW)” column **OR** the “Load Subscribed (kWh)” column, depending upon the business model being employed by Seller pursuant to the CSA.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name | Service Address/PG&E service account number | Capacity Subscribed (kW) | Load Subscribed (kWh) | Load Served (kW) |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Seller hereby certifies that:

1. At least one sixth (1/6) of the Subscribed Capacity described in this Subscribed Customer Reporting Form comes from residential Customers as of the date hereof, or
2. until such time as one sixth (1/6) of the Subscribed Capacity described in this Subscribed Customer Reporting Form comes from residential Customers, Seller shall cease enrolling non-residential Customers.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Seller as of [date].

[Seller]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Title)

**Attachment 8 to RRC DERP Rider and Amendment**

***[Please refer to Section II.45 of the RRC DERP Rider and Amendment regarding the use of this Attachment.]***

**APPENDIX XVII**

**PROJECT SITE LIST**

As provided in Section 3.1(g), Seller shall not make any change or modification to Project Site List or Project Specifications without Buyer’s prior written consent. All information on in this Appendix XVII must be completed for each Project Site. Please use additional pages as necessary.

**A. Project Site Specifications**

“MVA” means megavolt ampere, the unit of apparent power.

“Nameplate Rated Output” means, with respect to an inverter or electric generator, the MVA that the manufacturer of the inverter or generator has designed such equipment to produce under normal operating conditions as specified by such manufacturer.

“Designated Power Factor” means, with respect to an inverter or electric generator, the power factor required to satisfy the portion of the Project’s reactive power requirements that are specified in [please identify the applicable source, such as the PTO’s Interconnection Handbook, the CAISO’s Phase II Study, or the Generator Interconnection Agreement for the Project] and are not being satisfied by other sources of reactive power within the Project.

“Nameplate Rated Power” means, with respect to an inverter or electric generator, the multiplication product of the Nameplate Rated Output and the Designated Power Factor for such inverter or generator, in MWs.

“Total Nameplate Rated Power” means [Seller to insert total MW amount], as set forth below in item 9 Description of Units. The Total Nameplate Rated Power must not exceed 20 MW, with the exception of Environmental Justice Projects which must not exceed 1 MW.

1. Project Site Description:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Project Site Name | Physical Address of Site | Interconnection Point | Substation | Total Unit Capacity Installed | Unit Manufacturer(s) and Model Number(s) Installed at Site with Corresponding Unit Capacity | Calculated electrical losses  (from inverter/generator output terminals to CAISO revenue meter) | Electrical Losses (from CAISO revenue meter to Delivery Point) | CAISO  Resource ID |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

2. Inputs for the Nameplate Rated Power calculation: Designated Power Factor:

|  |  |  |
| --- | --- | --- |
|  | Leading | Lagging |
| Project Power Factor Requirements |  |  |
| Seller’s Designated Power Factor for inverters/generators |  |  |

Power factor requirement is measured at (check one):

□ inverter/generator terminals; □ Point of Interconnection; □ Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Description of Units: ***[delete inapplicable project types]***

• **For a Solar PV Project**

a. For each type of inverter in the Project, specify in the table below the type, the number of inverters, the Nameplate Rated Output, the total Nameplate Rated Output, the Designated Power Factor, the Nameplate Rated Power and the total Nameplate Rated Power: ***[add rows as needed]***

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Inverter Type** | **Number of Inverters** | **Nameplate Rated Output**  **(MVA)** | | **Designated Power Factor** | **Nameplate Rated Power (MW)** | |
| Per Inverter | Total | Per Inverter | Total |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| Total |  | N/A |  |  | N/A |  |

b. For each type of panel technology (e.g., multi-crystalline silicon, mono-crystalline silicon, thin-film CdTe, multi-junction, bifacial, concentrating, etc.) and each type of panel orientation (e.g., fixed-mount, tilt-angle, azimuth, single-axis tracker, double axis tracker, etc.) specify in the table below the technology, the type of orientation and the total DC rating at Standard Test Conditions\*: ***[add rows as needed]***

|  |  |  |
| --- | --- | --- |
| **Panel Technology** | **Orientation** | **DC Rating at STC**  **MWDC** |
|  |  |  |
|  |  |  |
| Total | N/A |  |

\*“Standard Test Conditions” means, with respect to determining the nameplate DC rating of a solar PV panel in a factory flash test, an irradiance of 1,000 W/m2, a panel temperature of 25°C, and an air mass of 1.5.

**• For a Solar Thermal Project**

a. Specify the total area (square meters) of solar mirrors (or of apertures for parabolic mirrors):

b. Specify the technology (e.g., parabolic trough, power tower, parabolic disk) and the storage medium and capacity, etc.:

c. For each steam turbine, specify the rated conditions (MW rating, steam inlet temperature, steam inlet pressure, condensing temperature, mass flow rate):

d. For each electric generator, specify the Nameplate Rated Output, Designated Power Factor and Nameplate Rated Power:

**• For a Wind Project**

For each type of turbine, specify the Nameplate Rated Output, Designated Power Factor and Nameplate Rated Power and the rated output wind speed (m/s):

**• For a Biomass or Geothermal Steam Project**

a. For each steam turbine, specify the rated conditions (MW rating, steam inlet temperature, steam inlet pressure, condensing temperature, mass flow rate):

b. For each electric generator, specify the Nameplate Rated Output, Designated Power Factor and Nameplate Rated Power:

4. Description of Land:

The Project Site contains the following Assessor Parcel Numbers upon which the Project Site is located and as identified on the topographical map included in this Appendix XVII: ***[Insert Map]***

5. Description of Interconnection Facilities and metering:

The Project Site will use the following Interconnection Facilities and metering configuration as identified in this one-line diagram included in this Appendix XVII:

***[Insert One-Line Diagram for Interconnection Facilities and Metering]***

6. Maps: The Project Site is identified in the following topographical map:

***[INSERT MAP]***

**B. Project Site development Milestone schedule *[a separate table must be completed by Buyer and Seller for each Project Site. Insert additional rows if necessary]*:**

|  |  |
| --- | --- |
| **Identify Milestone** | **Date for Completion** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**C. Buyer Bid Curtailment and Buyer Curtailment Orders**

Operational characteristics of this Project Site for Buyer Bid Curtailment and Buyer Curtailment Orders are listed below:

• PMax of the Project Site: \_\_\_\_\_MW

• Minimum operating capacity: \_\_\_\_\_MW

• Ramp Rate: \_\_\_\_\_MW/Minute

***[For As-Available Products]***

• Advance notification required for Buyer Bid Curtailment and Buyer Curtailment Order: Not greater than the shortest Dispatch Interval in the Real-Time Market (as defined in the CAISO Tariff).

• Maximum number of Start-ups per calendar day (if any such operational limitations exist): \_\_\_\_\_

***[For Baseload Products]***

• Maximum number of Start-ups per calendar day, month, year (if any such operational limitations exist): \_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

• Advance notification required for Buyer Bid Curtailment and Buyer Curtailment Order: Not greater than the shortest Dispatch Interval in the Real-Time Market (as defined in the CAISO Tariff).

**Other Requirements:**

• Maximum number of hours annually for Buyer Curtailment Periods: unlimited hours

• The Project Site will be capable of receiving and responding to all Dispatch Instruction in accordance with Section 3.1(q).

• Start-Up Time (if applicable): \_\_\_\_\_ Minutes

• Minimum Run Time after Start-Up (if applicable): \_\_\_\_\_ Minutes

• Minimum Down Time after Shut-Down (if applicable): \_\_\_\_ Minutes

**Attachment 9 to RRC DERP Rider and Amendment**

***[Please refer to Section II, subsection 1.6 of the RRC DERP Rider and Amendment regarding the use of this Attachment.]***

|  |  |
| --- | --- |
| Name: ***[Seller’s Name]***, a ***[include place of formation and business type]*** (“Seller”) | Name: Pacific Gas and Electric Company, a California corporation  (“Buyer” or “PG&E”) |
| All Notices: ***[Seller to complete]*** | All Notices: |
| Delivery Address: | Delivery Address: |
| Street: | 300 Lakeside Drive, Suite 210 |
| City: State: Zip: | Oakland, CA 94612 |
|  |  |
| Mail Address: (if different from above) | Mail Address: |
|  | P. O. Box 28209  Oakland, CA 94604 |
| Attn: | Attn: Kelly Everidge (Kelly.Everidge@pge.com)  Senior Director, Contract Mgmt, Settlements and Reporting |
| Phone: | Phone: (415) 517-6544 |
|  |  |
| DUNS: | DUNS: |
| Federal Tax ID Number: | Federal Tax ID Number: |
|  |  |
| **Invoices:** | **Invoices:** |
| Attn: | Attn: Kelly Wong (K.Wong@pge.com) |
|  | Senior Manager, Electric Settlements |
| Phone: | Phone: (510) 220-6064 |
|  |  |
| **Scheduling:** | **Scheduling:** |
| Attn: | Attn: Day-Ahead Operations (DAEnergy@pge.com) |
| Phone: | Phone: (415) 973-1971 |
|  |  |
| **Payments:** | **Payments:** |
| Attn: | Attn: Kelly Wong (K. Wong@pge.com) |
|  | Senior Manager, Electric Settlements |
| Phone: | Phone: (510) 220-6064 |
|  |  |
| **Wire Transfer per Section 8:** | **Wire Transfer per Section 8:** |
| BNK:  ABA:  ACCT: | BNK:  ABA:  ACCT: |
|  |  |
| **Electronic funds transfer via ACH:** | **Electronic funds transfer via ACH:** |
| BNK:  ABA:  ACCT: | BNK:  ABA:  ACCT: |
|  |  |
| **Credit and Collections:** | **Credit and Collections:** |
| Attn: | Attn: PG&E Credit Risk Management (pgeriskcredit@pge.com) |
| Phone: | Phone: (415) 636-0725 |
|  |  |
| With additional Notices of an Event of Default to Contract Manager: | **Contract Manager:** |
| Attn: | Attn: Ryan Susanto (Ryan.Susanto@pge.com)  Senior Manager, Contract Management |
| Phone: | Phone: (650) 255-2343 |
| Email: |  |

**Attachment 10 to RRC DERP Rider and Amendment**

***[Please refer to Section 3.1(b) of the Agreement, in addition to the following sections of the RRC DERP Rider and Amendment, regarding the use of this Attachment: Section II, sub-subsection 1.3 of subsection 1 “Cover Sheet”, and Section II, subsection 50.]***

**APPENDIX XII**

**SUPPLIER DIVERSITY PROGRAM**

1. Seller agrees as follows:

a. Seller shall use good faith efforts in meeting the requirements of this Appendix XII which efforts shall be material obligations.

b. Seller shall provide a copy of this Appendix to each prospective Subcontractor.

c. Seller shall provide Women-, Minority-, and service-Disabled Veteran-, and Lesbian, Gay, Bisexual and/or Transgender-owned Business Enterprises, as verified pursuant to the procedures prescribed in Section 2 of CPUC General Order 156 (“WMDVLGBTBE”), the maximum practicable opportunity to participate in the performance of Work supporting Seller’s construction, operation, and maintenance of the Project. General Order 156 can be found linked from https://www.cpuc.ca.gov/supplierdiversity/

2. In order for Subcontractors to qualify as a WMDVLGBTBE, they must be certified as follows:

a. Small Businesses Enterprises must be registered as a small business with a state or federal agency (e.g. Department of General Services or Small Business Administration);

b. Women- and minority-owned businesses must be certified by the California Public Utilities Commission’s Supplier Clearinghouse;

c. Service disabled veteran-owned businesses must be certified by the Department of General Services;

d. Lesbian, Gay, Bisexual and Transgender-owned businesses must be certified by the National Gay and Lesbian Chamber of Commerce (NGLCC®).

3. Targets

a. Seller’s supplier diversity spending target for Work supporting the construction of the Project prior to the expected Commercial Operation Date is: ***[insert percentage]*** percent (\_\_\_\_***%***) as measured relative to Seller’s total expenditures on construction of the Project prior to the expected Initial Energy Delivery Date.

b. Seller’s annual supplier diversity spending target for Work supporting the operation and maintenance of the Project after the Initial Energy Delivery Date is: ***[insert percentage]*** percent (\_\_\_\_***%***) as measured relative to the net payments made by Buyer to Seller in each calendar year.

4. Reporting

a. Upon request from Buyer, Seller shall provide a separate “Supplier Plan” consisting of a specific list of suppliers that may participate in the performance of the Work supporting the construction of the Project prior to the Commercial Operation Date and operation and maintenance of the Project after the Initial Energy Delivery Date, and a statement setting forth any additional efforts Seller will employ to increase the participation of WMDVLGBTBE suppliers supporting the construction, operation and maintenance of the Project.

b. Upon request from Buyer, but no less than once per 365-day period of time between the Execution Date and the end of the Delivery Term, Seller shall report its spending with WMDVLGBTBE suppliers per instructions to be provided by PG&E.

c. Seller will be expected to report payments made to small, diverse businesses to support the Project upon request but no less than annually.

Status of Seller ***(Select one)***:

***[Seller is not a WMDVLGBTBE]***

***[Seller is a WMDVLGBTBE, as certified by \_\_\_\_\_\_\_\_\_\_\_\_\_ [please identify the certifying agency].***