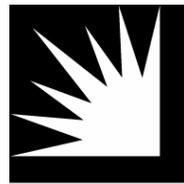




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SOUTHERN CALIFORNIA
EDISON[®]

An *EDISON INTERNATIONAL*[®] Company

(U 338-E)

R.08-08-009

Second Amended 2010 RPS Procurement Plan

Attachments 2-6 Through 2-11

June 2010

ATTACHMENT 2-6

Amended 2010 Pro Forma EEI Confirmation for Firm Product

**MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER
BETWEEN
[SELLER]
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

This confirmation letter (“Confirmation”) confirms the Transaction between [insert name of Seller] (“Seller”) and Southern California Edison Company (“Buyer” or “SCE”) dated as of [insert date] (“Confirmation Effective Date”) regarding the sale and purchase of the Product, as such term is defined below in Section 1.1, in accordance with and subject to the terms and provisions of this Confirmation, the EEI Master Power Purchase & Sale Agreement, together with the Cover Sheet, any amendments and annexes thereto between Seller and SCE dated as of [insert execution date of latest EEI Cover Sheet] (“Master Agreement”), and Paragraph 10 of the EEI Collateral Annex to the Master Agreement (Paragraph 10 and the Collateral Annex are both referred to herein as the “Collateral Annex”) (the Master Agreement and the Collateral Annex shall be collectively referred to as the “EEI Agreement”). (The EEI Agreement and this Confirmation shall be collectively referred to herein as the “Agreement.”) Capitalized terms used but not defined in this Confirmation shall have the meanings ascribed to them in the EEI Agreement or the Tariff. If any term in this Confirmation conflicts with the Tariff or EEI Agreement, the definitions set forth in this Confirmation shall supersede.

**ARTICLE 1
COMMERCIAL TERMS**

1.1 Product Information

Seller: []		Buyer: SOUTHERN CALIFORNIA EDISON COMPANY
Trading:	<u>Seller</u>	<u>Buyer</u>
	Day Ahead: [] Real Time: []	Day Ahead: 626-307-4487 / 626-307-4430 Real Time: 626-307-4453 / 626-307-4416
Scheduling:	<u>Seller</u>	<u>Buyer</u>
	Day Ahead: [] Real Time: []	Day Ahead: 626-307-4425 / 626-307-4413 Real Time: 626-307-4405 / 626-307-4416
Product:	<input type="checkbox"/> If Project is located in California: <p style="text-align: center;">All Capacity Attributes, California RPS-Eligible Electric Energy, Green Attributes, and Resource Adequacy Benefits associated with the Total Quantity.</p>	
	<input type="checkbox"/> If Project is located outside California: <p style="text-align: center;">All Capacity Attributes, California RPS-Eligible Electric Energy and Green Attributes associated with the Total Quantity.</p>	
Seller shall not substitute or purchase any Capacity Attributes, Green Attributes, [Resource Adequacy Benefits] from the market or from any generating resource other than the Project for delivery hereunder.		
Project:	All Product sold hereunder shall be generated by the facility or facilities listed below (collectively, the “Project”):	
	<input type="checkbox"/> [If the Project is existing and located in California]:	

	<p>[Name of Project][Project Description: address, CEC # etc.];</p> <p><input type="checkbox"/>[If the Project is not existing and will be located in California]:</p> <p>[Name of Project][Project Description: address, CEC # etc., expected on-line date];</p> <p><input type="checkbox"/>[If the Project is existing and located outside of California]:</p> <p>[Name of Project][Project Description: address.];</p> <p>Seller shall use commercially reasonable efforts to obtain LORS Certification for the Project from the CEC.</p> <p><input type="checkbox"/>[If the Project is not existing and will be located outside of California]:</p> <p>[Name of Project][Project Description: address, expected on-line date];</p> <p>Seller shall use commercially reasonable efforts to obtain CEC Certification for the Project.</p> <p><input type="checkbox"/> Check if Pooled Facilities:</p> <p>For Pooled Facilities: All Product sold hereunder shall be generated by one or more of the <i>[type of generation]</i> facilities listed below (all, "Pooled Facilities"):</p> <p>The Parties acknowledge and agree that the Project constitutes a pool of facilities that Seller is permitted to utilize in order to satisfy its obligations hereunder.</p> <p>The Parties further acknowledge and agree that, with respect to Section 3.1 of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by one of the facilities included in the Pooled Facilities to satisfy the Total Quantity, and that Buyer is not entitled to any additional Product produced by the Pooled Facilities in the Project above and beyond the Total Quantity.</p>
Resource:	<i>[Type of Resource]</i>
Contract Capacity	<input type="checkbox"/> <input type="checkbox"/> MW
Total Quantity:	<p>"Total Quantity" shall be equal to the product of (i) and (ii):</p> <p>(i) Check one:</p> <ul style="list-style-type: none"> <input type="checkbox"/> all hours during the Delivery Period <input type="checkbox"/> all On-Peak hours during the Delivery Period <input type="checkbox"/> all Off-Peak hours during the Delivery Period <p>(ii) Contract Capacity.</p>
Firm Delivery Obligation:	<p>The obligation to provide the Total Quantity is a firm obligation in that Seller shall deliver the Total Quantity from the Project consistent with the terms of this Confirmation without excuse other than Uncontrollable Force as defined in the Tariff. If a failure by Seller to deliver the Total Quantity from the Project is not excused by the Tariff definition of Uncontrollable Force,</p>

	<p>Article Four of the EEI Agreement shall apply.</p> <p><input type="checkbox"/> [If the Project is located in California]:</p> <p>Seller shall convey title to and risk of loss of all California RPS-Eligible Electric Energy to Buyer at the Delivery Point as CAISO Energy.</p> <p><input type="checkbox"/> [If the Project is located outside California]:</p> <p>During the Delivery Period, Seller shall generate, transmit and integrate generation from the Project into the electrical system to which the Project is interconnected on an hourly basis to be delivered to Buyer as WSPP Schedule C energy</p>
Energy Price:	<p>[Year]: Index plus Above Index Component of \$ []</p> <p>[As needed] [Year]: Index plus Above Index Component of \$ []/MWh</p>
Term:	<p>The Term of this Transaction shall commence upon the Confirmation Effective Date and end [XX months] after the Delivery Period Commencement Date, unless terminated earlier due to failure to satisfy the Conditions Subsequent or as otherwise provided in the Agreement.</p>
Delivery Period or Delivery Term:	<p>The Delivery Period or Delivery Term of this Transaction shall commence upon</p> <p><input type="checkbox"/> Check if project in existence</p> <p>[Date]</p> <p><input type="checkbox"/> Check if project not in existence</p> <p>The Firm Operation Date</p> <p>[Date] or Firm Operation Date, as applicable, the "Delivery Period Commencement Date.")</p> <p>The Delivery Period or Delivery Term of this Transaction shall end [XX months] after the Delivery Period Commencement Date.</p>
Delivery Point:	<p>[insert Delivery Point]</p>
Scheduling Obligations:	<p>For each day in the Delivery Period:</p> <p>Seller shall schedule CAISO Energy (if the Project is located in California) or WSPP Schedule C energy (if the Project is located outside of California) from the Project into the CAISO grid in accordance with the CAISO Tariff or applicable rules of the Transmission Provider;</p> <p>Each Party shall act as its own scheduling coordinator and shall notify the other of pre-schedules on the Business Day preceding the scheduled delivery, or as mutually agreed by the Parties, in accordance with WECC guidelines, pursuant to the WECC ISAS daily scheduling calendar and the WECC Business Practices; and</p> <p>[if applicable] NERC E-Tags will comply with the delivery requirements as specified by the CEC.</p>
Scheduling Period:	<p>In accordance with this Confirmation, Seller shall schedule and deliver to Buyer the WSPP Schedule C energy or CAISO Energy, as applicable, over [specify applicable hours] in each</p>

	day and month during the Delivery Period.
Conditions Subsequent	<p>This Confirmation may be terminated unless each of the Conditions Subsequent set forth below are satisfied in accordance with this section:</p> <p>(a) Buyer shall have obtained or waived CPUC Approval of this Agreement; or</p> <p>(b) Certification of the Project by the California Energy Commission (“CEC”) as an RPS-eligible resource, or obtainment of LORS Certification of the Project from the CEC as applicable.</p> <p>Both Parties shall take all reasonable actions to satisfy all of the conditions identified above.</p> <p>Either Party may terminate this Confirmation on notice if (i) the CPUC fails to issue a final and non-appealable order granting CPUC Approval on or before [date]; or (ii) Buyer has not obtained or waived CPUC Approval by [date] and notice of such termination is given within fifteen (15) days of [redacted]</p> <p>Buyer may terminate this Confirmation on notice if (i) the Project has not been certified by the CEC as an RPS-eligible resource by [redacted]; or (ii) if Seller fails to obtain LORS Certification for the Project from the CEC by the Delivery Period Commencement Date.</p> <p>Any termination made by a Party under this section shall be without liability or obligation to the other Party except for payment of any WSPP Schedule C Energy or CAISO Energy, as applicable, already delivered and received before notice of such termination and reimbursement by the terminating Party of any CAISO charges paid by the other Party which charges are the responsibility of the terminating Party. Any such termination shall be deemed to be a termination of this Confirmation <i>ab initio</i>.</p>

ARTICLE 2 DEFINITIONS

“CAISO” means the California Independent System Operator or its successor.

“California RPS-Eligible Electric Energy” means electric energy from an Eligible Renewable Energy Resource, as such term is defined in Public Utilities Code Section 399.12 or Section 399.16

“Capacity Attributes” means any and all current or future defined characteristics, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Project or any unit of generating capacity of the Project during the Term.

“CEC” means the California Energy Commission or its regulatory successor.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer's administration of the Agreement; and

{(b) finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.} *{SCE Comment – non-REC contracts.}*

(b) Finds that any procurement pursuant to this Agreement is procurement of renewable

energy credits that 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, for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

{SCE Comment: REC-only contracts.}

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

Notwithstanding the foregoing, if a Tier 2 advice letter process is used to obtain CPUC Approval of this Agreement, CPUC Approval will also be deemed to have occurred on the date that a CPUC Energy Division disposition which contains such findings or deems approved an advice letter requesting such findings becomes final and non-appealable.

"Delivery Term" means "Delivery Period".

"Firm Operation Date" means the earlier of (i) six (6) months after the first full day that the Project is synchronized with the electrical system to which it is interconnected; or (ii) six (6) months after the Confirmation Effective Date.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;¹ (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

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Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

“HE” means “hour ending.”

“Index” means, (a) for projects located in California, for each Scheduling Period, the CAISO EZ Gen Hub price for the energy delivered during that Scheduling Period; and (b) for projects located outside of California, for each Scheduling Period, the average (rounded to the nearest hundredth place), of the day-ahead index price as published by the Intercontinental Exchange, Inc. (“ICE”) for the [REDACTED] Hub on its website currently located at <<https://www.theice.com/>>, or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties, weighted for the quantity of energy that is delivered under this Confirmation for each Scheduling Period.

[If the Project is located outside of California] “LORS Certification” means certification by the CEC of an electric generation facility not located within the state of California that such facility meets California’s environmental quality laws, ordinances, regulations, and standards as set forth in the CEC’s RPS Eligibility Guidebook.

“Off-Peak” means 6x8 (Monday through Saturday, HE 0100 - HE 0600 PPT and HE 2300 - HE 2400 PPT but excluding NERC holidays); and Sunday and NERC holidays (HE 0100 - HE 2400 PPT).

“On-Peak” means 6x16 (Monday through Saturday, HE 0700 - HE 2200 PPT, excluding NERC holidays).

“Resource Adequacy Benefits” means the rights and privileges attached to the Project that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facility.

“RPS” means the California Renewables Portfolio Standard Program as codified at California Public Utilities Code Section 399.11 *et seq.*, and any decisions by the CPUC related thereto.

“Transmission Provider” means any entity or entities responsible for the interconnection of the Project with a Control Area or transmitting the California RPS-Eligible Electric Energy on behalf of Seller from the Project to the Delivery Point.

“WECC Business Practices” means the approved business practices of the Western Electric Coordinating Council.

“WECC ISAS” means the Western Electric Coordinating Council’s Interchange Scheduling and Accounting Subcommittee.

“WREGIS” means the Western Region Electricity Generation Information System or other process recognized under applicable laws for the registration, transfer or ownership of Green Attributes.

“WREGIS Certificate” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS.

ARTICLE 3 CONVEYANCE OF RENEWABLE ENERGY

3.1 Seller’s Conveyance Of Electric Energy

Throughout all applicable months of the Delivery Period, Seller shall deliver and sell, and SCE shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. SCE will not be obligated to purchase from Seller any California RPS-Eligible Electric Energy that is not, should not be or cannot be delivered as a result of Force Majeure.

3.2 Seller's Conveyance Of Capacity Attributes

Throughout the Delivery Period, Seller shall convey and sell, and SCE shall purchase and receive, the Capacity Attributes associated with the Product, subject to the terms and conditions of this Confirmation.

3.3 Seller's Conveyance Of Green Attributes

(a) Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

The Green Attributes are delivered and conveyed upon completion of all actions described in Section 3.3(b)(i) or 3.3(b)(ii), as applicable.

(b) **Check One:**

i. **Green Attributes initially credited to Seller's WREGIS account.**

(A) During the Term, Seller, at its own cost and expense, shall maintain its registration with WREGIS and shall use best efforts to ensure that all Green Attributes transferred to Buyer under this Confirmation count towards Buyer's RPS requirements. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.

(B) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the electric energy delivered in Section 3.1 within five (5) Business Days after the end of the month in which the WREGIS Certificates for the Green Attributes are created by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes to Buyer into Buyer's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer, provided that Seller shall not transfer any Green Attributes or WREGIS Certificates to Buyer before CPUC Approval is obtained or waived, and Buyer shall not be required to pay subsection (b) of the Monthly Cash Settlement Amount for any Green Attributes transferred before CPUC Approval is obtained or waived.

ii. **Green Attributes credited directly to Buyer's WREGIS account.**

During the Term, Buyer, at its own cost and expense, shall register, and maintain registration of the Project, with WREGIS. Seller and Buyer shall use best efforts to ensure that all WREGIS Certificates for the Project are credited to Buyer's WREGIS account, including completing applicable assignment forms provided by WREGIS. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes hereunder shall be designated California RPS-compliant with WREGIS.

3.4 [For California Projects only] Seller's Conveyance Of Resource Adequacy Benefits

Seller shall dedicate and convey any and all Resource Adequacy Benefits generated by, associated with or attributable to the Project during the Term to Buyer and Buyer shall be given sole title to all such Resource Adequacy Benefits and be entitled to use all such Resource Adequacy Benefits in its sole discretion.

3.5 Further Assurances

Seller shall take all reasonable actions, including, but not limited to, amending this Confirmation, to ensure that the California RPS-Eligible Electric Energy associated with the Green Attributes provided for hereunder qualifies as “delivered” energy into California within the meaning of the RPS; provided that such action does not result in a change in the original allocation of the economic benefits and burdens to Seller under this Confirmation as of the Confirmation Effective Date.

ARTICLE 4 CPUC FILING AND APPROVAL

Within forty-five (45) days after the execution date of this Confirmation, Buyer shall file with the CPUC the appropriate request for CPUC Approval. Buyer shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. Seller shall use commercially reasonable efforts to support Buyer in obtaining CPUC Approval. Buyer has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.

ARTICLE 5 COMPENSATION

Calculation Period: Each calendar month during the Delivery Period that Product is transferred pursuant to Article 3 of this Confirmation.

Monthly Cash Settlement Amount: Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period. The Monthly Cash Settlement Amount for a particular Calculation Period shall be equal to the sum of the following:

Settlement Amount:

(a) the sum, over all hours of the Calculation Period, of the applicable Index Price for each hour, multiplied by the quantity of California RPS-Eligible Electric Energy scheduled, delivered and received by Buyer pursuant to Section 3.1 during that hour; *plus*

(b) the Above Index Component multiplied by the quantity of Green Attributes (in MWhs) delivered to Buyer (or credited to Buyer’s WREGIS account) pursuant to Section 3.3 during the Calculation Period.

Payment Date: Notwithstanding anything to the contrary in Article Six of the Master Agreement, payment of each Monthly Cash Settlement Amount by Buyer to Seller under this Confirmation shall be due and payable on or before the later of the twentieth (20th) day of the month in which the Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains, or within ten (10) Business Days, or, if such day is not a Business Day, then on the next Business Day, following receipt of an invoice issued by Seller for the applicable Calculation Period. The invoice shall include a statement detailing the portion of Product transferred to Buyer during the applicable Calculation Period.

Buyer is not obligated to pay for any Green Attributes that have not been properly transferred to Buyer’s WREGIS account.

Invoices to Buyer will be sent by hard copy and PDF format to:

Southern California Edison Company
Attn: [REDACTED]/Renewable Alternative Power Contract Manager
GO1, Quad 4D, [REDACTED]
P.O. Box 800

Rosemead, CA 91770
Email: [REDACTED]@sce.com
Email 2: PPFDPowerSettle@sce.com

For purposes of this Confirmation, Buyer shall be deemed to have received an invoice upon the receipt of either the hard copy or PDF format of the invoice, whichever comes first.

Payment to Seller shall be made by electronic funds transfer pursuant to the following:

[name of bank]
[address]
[Tax ID #]
[ABA #]
[Account #]

ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Seller's Representation, Warranties, and Covenants Related to Green Attributes

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.

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.

"Commercially reasonable efforts" shall not require Seller to incur out-of-pocket expenses in excess of [amount] in the aggregate in any one calendar year between the Effective Date and the last day of the Term.

Seller warrants that all necessary steps to allow the renewable energy credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract

In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Delivery Period, that:

- (a) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;
- (b) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;

- (c) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
- (d) Seller shall not substitute or purchase any Capacity, California RPS-Eligible Electric Energy, Green Attributes, [Resource Adequacy Benefits] from any other generating resource or the market for delivery hereunder; and
- (e) following certification of the facility(s) in the Project by the CEC as an RPS-eligible resource, the facility(s) in the Project and all electrical output from the facility(s) in the Project are registered with WREGIS as California RPS-eligible.

6.2 Seller's Representation, Warranties, and Covenants Related to the Project

Seller warrants, represents and covenants that:

- (a) Seller shall, or shall cause the owner of the Project to, inspect, maintain, and repair the Project in accordance with applicable industry standards, the Project's permit requirements, and Accepted Electrical Practices; and
- (b) Seller shall abide, or shall cause the owner of the Project to, abide, by all applicable laws in operating the Project.

6.3 [If Project is in California] Seller's Representation, Warranties, and Covenants Related to Resource Adequacy Benefits

- (a) Seller shall comply with, or cause the owner of the Project to comply with, all Applicable Laws relating to resource adequacy and local area reliability, and Seller will provide, or cause the owner of the Project to provide, requested supporting documentation to the CAISO, the CPUC, or any other governmental body responsible for administering Resource Adequacy Benefits under Applicable Laws, to certify or qualify the Contract Quantity for resource adequacy and local area reliability purposes.
- (b) Seller represents and warrants that no portion of the Product has been committed to any third party in order to satisfy resource adequacy or analogous obligations in CAISO or non-CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Project's owner or operator;
- (c) No portion of the Project has been committed by Seller in order to satisfy resource adequacy or analogous obligations in any non-CAISO market; and
- (d) Each Project is connected to the CAISO Grid, is within the CAISO Control Area, and is under the control of CAISO.

ARTICLE 7 ADDITIONAL EVENTS OF DEFAULT

It shall be an Event of Default as to Seller under Section 5.1(c) of the Master Agreement If:

- (a) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, or any benefits derived therefrom, to any party other than SCE or CAISO;
- (b) Any energy required to be delivered to Buyer under this Confirmation is determined to have originated from a non-ERR resource;

(c) Seller or the Project owner fails to maintain CEC Certification or LORS Certification, as applicable, for the Project from the CEC; or

(d) The Project fails to begin operation within six (6) months of the Confirmation Effective Date.

ARTICLE 8 TERMINATION

Notwithstanding anything to the contrary in the Master Agreement, the Parties shall determine the Settlement Amount for this Transaction in accordance with Section 5.2 of the Master Agreement. Furthermore, with respect to this Transaction only, the following language is to be added at the end of Section 5.2:

“If Buyer is the Non-Defaulting party and Buyer reasonably expects to incur penalties or fines from the CPUC, the CAISO or any other governmental entity for failure to meet RPS requirements due to Seller’s Event of Default, then Buyer may, in good faith, estimate the amount of those penalties or fines and include this estimate in its determination of the Settlement Amount, subject to accounting to Seller when those penalties or fines are finally ascertained. The rights and obligations with respect to determining and paying any Settlement Amount or Termination Payment and any dispute resolution with respect thereto, shall survive termination of this Transaction and shall continue until after those penalties or fines are finally ascertained.”

ARTICLE 9 GENERAL PROVISIONS

9.1 Buyer Audit Rights

In addition to any audit rights provided under the EEI Agreement, Seller shall, along with the initial invoice sent to Buyer by Seller under this Confirmation for any calendar year during the Term and at other times as may be requested by Buyer, provide documentation, which may include, for example, meter data as recorded by a meter approved by the Project’s governing balancing authority, sufficient to demonstrate that the Product has been conveyed and delivered, subject to the terms of this Confirmation, to Buyer.

Seller shall, at its own cost and expense, instruct WREGIS to provide Buyer with a WREGIS-produced report of the generation activity from the Project following each month that the Project generates energy that is being used to complete the delivery of the Product. Such information shall be limited to the amount of electric energy generated by the Project during the Term, and shall not include any information or reference to the transfer of WREGIS Certificates from Seller’s account to any other entity.

9.2 Rights and Remedies Related to Exclusivity

Notwithstanding anything to the contrary in the EEI Agreement, including Article Four and Article Seven, Seller acknowledges and agrees that irreparable damage would occur in the event of any breach by Seller of its obligations under Sections 3.1, 3.2, 3.3 and 3.4 of this Confirmation and that money damages may not be a sufficient remedy for any such breach, and that Buyer shall be entitled, without the requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy in any court of competent jurisdiction notwithstanding the obligation to submit all other disputes (including claims for monetary damages under this Confirmation) to dispute resolution pursuant to Section 10.6 of the EEI Agreement.

Such a request for provisional relief does not waive Buyer’s right to seek other remedies for any breach of its obligation to convey the Product and associated Green Attributes exclusively to Buyer in accordance with this Confirmation, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in the Agreement, or if the Agreement does not specify a remedy for the breach, all other remedies available at law or equity to the Parties for the breach.

9.3 Forecasted Generation

Five (5) Business Days before the first (1st) of each November during the Delivery Period, Seller shall provide to Buyer the estimated electric generation from the Project forecast for that November and the following month, December. Six (6) Business Days before the first (1st) of each December during the Delivery Period, Seller shall provide Buyer with an updated estimate of generation from the Project forecast for that December. Such estimates shall be of the same type of information Seller relies on in its normal course of business.

The Parties acknowledge and agree that any such estimate or forecast provided under this Section 9.3 is for informational purposes only and does not obligate or commit Seller to provide or deliver such estimated or forecasted energy to Buyer.

9.4 [Check if Pooled Resource] Facility Identification

Within five (5) Business Days after the end of each month during the Delivery Period, Seller shall (a) identify the facility(s) included in the Pooled Facility that the Product was delivered from for that month; and (b) provide estimates of the quantity of Product that will be provided in the next month and the facility(s) from which it will be provided.

9.5 Governing Law

(a) Notwithstanding any provision to the contrary in the EEI Agreement, the Governing Law applicable to this Transaction is set forth in Section 9.5(b) below. This Section 9.5 does not change the Governing Law applicable to any other Transaction entered into between the Parties under the EEI Agreement.

(b)

GOVERNING LAW. THIS AGREEMENT 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 AGREEMENT.

9.6 Obligation To Deliver WREGIS Certificates

Notwithstanding anything to the contrary contained in the Master Agreement, in the event Seller declares an Early Termination Date pursuant to Section 5.2 of the Master Agreement, Seller shall not be permitted to suspend performance with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the EEI Agreement, Seller shall not be permitted to suspend performance under Section 5.7 of the Master Agreement with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the EEI Agreement, the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation shall survive the termination of this Confirmation.

9.7 Prevailing Wage.

To the extent applicable, Seller shall comply with the prevailing wage requirements of Public Utilities Code Section 399.14, subdivision (h).

**ARTICLE 10
CREDIT AND COLLATERAL**

10.1 Seller Collateral Requirements

Notwithstanding anything to the contrary contained in the EEI Agreement, Seller shall provide to, and maintain with, Buyer, an Independent Amount as long as Seller or its Guarantor, if any, does not maintain Credit Ratings of at least BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch. The Independent Amount shall be equal to \$ [REDACTED] [25% of the total notional value of the forecasted Total Quantity, multiplied by the Above Index Component of the Energy Price for all hours remaining in the current Calculation Period and all remaining Calculation Periods in the Delivery Period.] The Independent Amount shall be posted with SCE upon the earlier of a) within five (5) Business Days following the Confirmation Effective Date or b) within five (5) Business Days of Seller's or its Guarantor's Credit Ratings falling below BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch.

10.2 Buyer Collateral Requirements

Notwithstanding anything to the contrary contained in the EEI Agreement, Seller's Exposure to Buyer for this Transaction is deemed to be zero dollars (\$0.00).

Notwithstanding anything to the contrary in Section 5.1(g) of the EEI Agreement, no Cross Default Amount shall be applicable to Buyer for this Confirmation.

10.3 Credit Terms

The Parties agree that the credit and collateral provisions of the EEI Agreement shall govern this Transaction except as modified in this Confirmation.

**ARTICLE 11
CONFIDENTIALITY**

Without limiting the provisions of Section 10.6 of the Master Agreement, Buyer agrees that, in connection with the filing of this Confirmation with any regulatory agency, Buyer shall make an appropriate request that all of the terms and conditions of this Confirmation be held in strict confidence and preserved from disclosure to any third party consistent with applicable law; provided that each of Buyer and Seller may disclose the following information:

- (1) Party names;
- (2) Resource;
- (3) Term;
- (4) Project location;
- (5) Capacity of each Project;
- (6) The fact that the Project is on-line and delivering;
- (7) Delivery Point; and
- (8) The quantity of California RPS-eligible electric energy to be delivered under this Confirmation.

ACKNOWLEDGED AND AGREED TO [DATE]:

[SELLER]

By: _____

Name: _____

Title: _____

Date:

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Name: _____

Title: _____

Date:

ATTACHMENT 2-6

Amended 2010 Pro Forma EEI Confirmation for Firm Product Redline Version

**MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER
BETWEEN
[SELLER]
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

This confirmation letter (“Confirmation”) confirms the Transaction between [insert name of Seller] (“Seller”) and Southern California Edison Company (“Buyer” or “SCE”) dated as of [insert date] (“Confirmation Effective Date”) regarding the sale and purchase of the Product, as such term is defined below in Section 1.1, in accordance with and subject to the terms and provisions of this Confirmation, the EEI Master Power Purchase & Sale Agreement, together with the Cover Sheet, any amendments and annexes thereto between Seller and SCE dated as of [insert execution date of latest EEI Cover Sheet] (“Master Agreement”), and Paragraph 10 of the EEI Collateral Annex to the Master Agreement (Paragraph 10 and the Collateral Annex are both referred to herein as the “Collateral Annex”) (the Master Agreement and the Collateral Annex shall be collectively referred to as the “EEI Agreement”). (The EEI Agreement and this Confirmation shall be collectively referred to herein as the “Agreement.”) Capitalized terms used but not defined in this Confirmation shall have the meanings ascribed to them in the EEI Agreement or the Tariff. If any term in this Confirmation conflicts with the Tariff or EEI Agreement, the definitions set forth in this Confirmation shall supersede.

**ARTICLE 1
COMMERCIAL TERMS**

1.1 Product Information

Seller: []		Buyer: SOUTHERN CALIFORNIA EDISON COMPANY
Trading:	<u>Seller</u>	<u>Buyer</u>
	Day Ahead: [] Real Time: []	Day Ahead: 626-307-4487 / 626-307-4430 Real Time: 626-307-4453 / 626-307-4416
Scheduling:	<u>Seller</u>	<u>Buyer</u>
	Day Ahead: [] Real Time: []	Day Ahead: 626-307-4425 / 626-307-4413 Real Time: 626-307-4405 / 626-307-4416
Product:	<input type="checkbox"/> If Project is located in California: <p align="center">All Capacity Attributes, California RPS-Eligible Electric Energy, Green Attributes, and Resource Adequacy Benefits associated with the Total Quantity.</p>	
	<input type="checkbox"/> If Project is located outside California: <p align="center">All Capacity Attributes, California RPS-Eligible Electric Energy and Green Attributes associated with the Total Quantity.</p>	
Seller shall not substitute or purchase any Capacity Attributes, Green Attributes, [Resource Adequacy Benefits] from the market or from any generating resource other than the Project for delivery hereunder.		
Project:	All Product sold hereunder shall be generated by the facility or facilities listed below (collectively, the “Project”):	
	<input type="checkbox"/> [If the Project is existing and located in California]:	

	<p>[Name of Project][Project Description: address, CEC # etc.];</p> <p><input type="checkbox"/>[If the Project is not existing and will be located in California]:</p> <p>[Name of Project][Project Description: address, CEC # etc., expected on-line date];</p> <p><input type="checkbox"/>[If the Project is existing and located outside of California]:</p> <p>[Name of Project][Project Description: address.];</p> <p>Seller shall use commercially reasonable efforts to obtain LORS Certification for the Project from the CEC.</p> <p><input type="checkbox"/>[If the Project is not existing and will be located outside of California]:</p> <p>[Name of Project][Project Description: address, expected on-line date];</p> <p>Seller shall use commercially reasonable efforts to obtain CEC Certification for the Project.</p> <p><input type="checkbox"/> Check if Pooled Facilities:</p> <p>For Pooled Facilities: All Product sold hereunder shall be generated by one or more of the <i>[type of generation]</i> facilities listed below (all, "Pooled Facilities"):</p> <p>The Parties acknowledge and agree that the Project constitutes a pool of facilities that Seller is permitted to utilize in order to satisfy its obligations hereunder.</p> <p>The Parties further acknowledge and agree that, with respect to Section 3.1 of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by one of the facilities included in the Pooled Facilities to satisfy the Total Quantity, and that Buyer is not entitled to any additional Product produced by the Pooled Facilities in the Project above and beyond the Total Quantity.</p>
Resource:	[Type of Resource]
Contract Capacity	[] MW
Total Quantity:	<p>"Total Quantity" shall be equal to the product of (i) and (ii):</p> <p>(i) Check one:</p> <ul style="list-style-type: none"> <input type="checkbox"/> all hours during the Delivery Period <input type="checkbox"/> all On-Peak hours during the Delivery Period <input type="checkbox"/> all Off-Peak hours during the Delivery Period <p>(ii) Contract Capacity.</p>
Firm Delivery Obligation:	<p>The obligation to provide the Total Quantity is a firm obligation in that Seller shall deliver the Total Quantity from the Project consistent with the terms of this Confirmation without excuse other than Uncontrollable Force as defined in the Tariff. If a failure by Seller to deliver the Total Quantity from the Project is not excused by the Tariff definition of Uncontrollable Force,</p>

	<p>Article Four of the EEI Agreement shall apply.</p> <p><input type="checkbox"/> [If the Project is located in California]:</p> <p>Seller shall convey title to and risk of loss of all California RPS-Eligible Electric Energy to Buyer at the Delivery Point as CAISO Energy.</p> <p><input type="checkbox"/> [If the Project is located outside California]:</p> <p>During the Delivery Period, Seller shall generate, transmit and integrate generation from the Project into the electrical system to which the Project is interconnected on an hourly basis to be delivered to Buyer as WSPP Schedule C energy</p>
Energy Price:	<p>[Year]: Index plus Above Index Component of \$ []</p> <p>[As needed] [Year]: Index plus Above Index Component of \$ []/MWh</p>
Term:	<p>The Term of this Transaction shall commence upon the Confirmation Effective Date and end [XX months] after the Delivery Period Commencement Date, unless terminated earlier due to failure to satisfy the Conditions Subsequent or as otherwise provided in the Agreement.</p>
Delivery Period or Delivery Term:	<p>The Delivery Period or Delivery Term of this Transaction shall commence upon</p> <p><input type="checkbox"/> Check if project in existence</p> <p style="padding-left: 40px;">[Date]</p> <p><input type="checkbox"/> Check if project not in existence</p> <p style="padding-left: 40px;">The Firm Operation Date</p> <p>[Date] or Firm Operation Date, as applicable, the "Delivery Period Commencement Date.")</p> <p>The Delivery Period or Delivery Term of this Transaction shall end [XX months] after the Delivery Period Commencement Date.</p>
Delivery Point:	<p>[insert Delivery Point]</p>
Scheduling Obligations:	<p>For each day in the Delivery Period:</p> <p>Seller shall schedule CAISO Energy (if the Project is located in California) or WSPP Schedule C energy (if the Project is located outside of California) from the Project into the CAISO grid in accordance with the CAISO Tariff or applicable rules of the Transmission Provider;</p> <p>Each Party shall act as its own scheduling coordinator and shall notify the other of pre-schedules on the Business Day preceding the scheduled delivery, or as mutually agreed by the Parties, in accordance with WECC guidelines, pursuant to the WECC ISAS daily scheduling calendar and the WECC Business Practices; and</p> <p>[if applicable] NERC E-Tags will comply with the delivery requirements as specified by the CEC.</p>
Scheduling Period:	<p>In accordance with this Confirmation, Seller shall schedule and deliver to Buyer the WSPP Schedule C energy or CAISO Energy, as applicable, over [specify applicable hours] in each</p>

	day and month during the Delivery Period.
Conditions Subsequent	<p>This Confirmation may be terminated unless each of the Conditions Subsequent set forth below are satisfied in accordance with this section:</p> <ul style="list-style-type: none"> (a) Buyer shall have obtained or waived CPUC Approval of this Agreement; or (b) Certification of the Project by the California Energy Commission (“CEC”) as an RPS-eligible resource, or obtainment of LORS Certification of the Project from the CEC as applicable. <p>Both Parties shall take all reasonable actions to satisfy all of the conditions identified above.</p> <p>Either Party may terminate this Confirmation on notice if (i) the CPUC fails to issue a final and non-appealable order granting CPUC Approval on or before [date]; or (ii) Buyer has not obtained or waived CPUC Approval by [date] and notice of such termination is given within fifteen (15) days of [redacted]</p> <p>Buyer may terminate this Confirmation on notice if (i) the Project has not been certified by the CEC as an RPS-eligible resource by [redacted]; or (ii) if Seller fails to obtain LORS Certification for the Project from the CEC by the Delivery Period Commencement Date.</p> <p>Any termination made by a Party under this section shall be without liability or obligation to the other Party except for payment of any WSPP Schedule C Energy or CAISO Energy, as applicable, already delivered and received before notice of such termination and reimbursement by the terminating Party of any CAISO charges paid by the other Party which charges are the responsibility of the terminating Party. Any such termination shall be deemed to be a termination of this Confirmation <i>ab initio</i>.</p>

**ARTICLE 2
DEFINITIONS**

“CAISO” means the California Independent System Operator or its successor.

“California RPS-Eligible Electric Energy” means electric energy from an Eligible Renewable Energy Resource, as such term is defined in Public Utilities Code Section 399.12 or Section 399.16

“Capacity Attributes” means any and all current or future defined characteristics, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Project or any unit of generating capacity of the Project during the Term.

“CEC” means the California Energy Commission or its regulatory successor.

"CPUC" means the California Public Utilities Commission or its regulatory successor.

"CPUC Approval" means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer's administration of the Agreement; and

(b) finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law. [\[SCE Comment – non-REC contracts.\]](#)

(b) Finds that any procurement pursuant to this Agreement is procurement of renewable energy credits that 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, for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

{SCE Comment: REC-only contracts.}

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

Notwithstanding the foregoing, if a Tier 2 advice letter process is used to obtain CPUC Approval of this Agreement, CPUC Approval will also be deemed to have occurred on the date that a CPUC Energy Division disposition which contains such findings or deems approved an advice letter requesting such findings becomes final and non-appealable.

“Delivery Term” means “Delivery Period”.

“Firm Operation Date” means the earlier of (i) six (6) months after the first full day that the Project is synchronized with the electrical system to which it is interconnected; or (ii) six (6) months after the Confirmation Effective Date.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere;¹ (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

“HE” means “hour ending.”

“Index” means, (a) for projects located in California, for each Scheduling Period, the CAISO EZ Gen Hub price for the energy delivered during that Scheduling Period; and (b) for projects located outside of California, for each Scheduling Period, the average (rounded to the nearest hundredth place), of the day-ahead index price as published by the Intercontinental Exchange, Inc. (“ICE”) for the [REDACTED] Hub on its website currently located at <<https://www.theice.com/>>, or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties, weighted for the quantity of energy that is delivered under this Confirmation for each Scheduling Period.

[If the Project is located outside of California] “LORS Certification” means certification by the CEC of an electric generation facility not located within the state of California that such facility meets California’s environmental quality laws, ordinances, regulations, and standards as set forth in the CEC’s RPS Eligibility Guidebook.

“Off-Peak” means 6x8 (Monday through Saturday, HE 0100 - HE 0600 PPT and HE 2300 - HE 2400 PPT but excluding NERC holidays); and Sunday and NERC holidays (HE 0100 - HE 2400 PPT).

“On-Peak” means 6x16 (Monday through Saturday, HE 0700 - HE 2200 PPT, excluding NERC holidays).

“Resource Adequacy Benefits” means the rights and privileges attached to the Project that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facility.

“RPS” means the California Renewables Portfolio Standard Program as codified at California Public Utilities Code Section 399.11 *et seq.*, and any decisions by the CPUC related thereto.

“Transmission Provider” means any entity or entities responsible for the interconnection of the Project with a Control Area or transmitting the California RPS-Eligible Electric Energy on behalf of Seller from the Project to the Delivery Point.

“WECC Business Practices” means the approved business practices of the Western Electric Coordinating Council.

“WECC ISAS” means the Western Electric Coordinating Council’s Interchange Scheduling and Accounting Subcommittee.

“WREGIS” means the Western Region Electricity Generation Information System or other process recognized under applicable laws for the registration, transfer or ownership of Green Attributes.

“WREGIS Certificate” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS.

ARTICLE 3 CONVEYANCE OF RENEWABLE ENERGY

3.1 Seller’s Conveyance Of Electric Energy

Throughout all applicable months of the Delivery Period, Seller shall deliver and sell, and SCE shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. SCE will not be obligated to purchase from Seller any California RPS-Eligible Electric Energy that is not, should not be or cannot be delivered as a result of Force Majeure.

3.2 Seller's Conveyance Of Capacity Attributes

Throughout the Delivery Period, Seller shall convey and sell, and SCE shall purchase and receive, the Capacity Attributes associated with the Product, subject to the terms and conditions of this Confirmation.

3.3 Seller's Conveyance Of Green Attributes

(a) Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

The Green Attributes are delivered and conveyed upon completion of all actions described in Section 3.3(b)(i) or 3.3(b)(ii), as applicable.

(b) **Check One:**

i. **Green Attributes initially credited to Seller's WREGIS account.**

(A) During the Term, Seller, at its own cost and expense, shall maintain its registration with WREGIS and shall use best efforts to ensure that all Green Attributes transferred to Buyer under this Confirmation count towards Buyer's RPS requirements. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.

(B) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the electric energy delivered in Section 3.1 within five (5) Business Days after the end of the month in which the WREGIS Certificates for the Green Attributes are created by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes to Buyer into Buyer's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer, provided that Seller shall not transfer any Green Attributes or WREGIS Certificates to Buyer before CPUC Approval is obtained or waived, and Buyer shall not be required to pay subsection (b) of the Monthly Cash Settlement Amount for any Green Attributes transferred before CPUC Approval is obtained or waived.

ii. **Green Attributes credited directly to Buyer's WREGIS account.**

During the Term, Buyer, at its own cost and expense, shall register, and maintain registration of the Project, with WREGIS. Seller and Buyer shall use best efforts to ensure that all WREGIS Certificates for the Project are credited to Buyer's WREGIS account, including completing applicable assignment forms provided by WREGIS. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes hereunder shall be designated California RPS-compliant with WREGIS.

3.4 [For California Projects only] Seller's Conveyance Of Resource Adequacy Benefits

Seller shall dedicate and convey any and all Resource Adequacy Benefits generated by, associated with or attributable to the Project during the Term to Buyer and Buyer shall be given sole title to all such Resource Adequacy Benefits and be entitled to use all such Resource Adequacy Benefits in its sole discretion.

3.5 Further Assurances

Seller shall take all reasonable actions, including, but not limited to, amending this Confirmation, to ensure that the California RPS-Eligible Electric Energy associated with the Green Attributes provided for hereunder qualifies as “delivered” energy into California within the meaning of the RPS; provided that such action does not result in a change in the original allocation of the economic benefits and burdens to Seller under this Confirmation as of the Confirmation Effective Date.

**ARTICLE 4
CPUC FILING AND APPROVAL**

Within forty-five (45) days after the execution date of this Confirmation, Buyer shall file with the CPUC the appropriate request for CPUC Approval. Buyer shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. Seller shall use commercially reasonable efforts to support Buyer in obtaining CPUC Approval. Buyer has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.

**ARTICLE 5
COMPENSATION**

Calculation Period: Each calendar month during the Delivery Period that Product is transferred pursuant to Article 3 of this Confirmation.

Monthly Cash Settlement Amount: Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period. The Monthly Cash Settlement Amount for a particular Calculation Period shall be equal to the sum of the following:

Settlement Amount:

- (a) the sum, over all hours of the Calculation Period, of the applicable Index Price for each hour, multiplied by the quantity of California RPS-Eligible Electric Energy scheduled, delivered and received by Buyer pursuant to Section 3.1 during that hour; *plus*
- (b) the Above Index Component multiplied by the quantity of Green Attributes (in MWhs) delivered to Buyer (or credited to Buyer’s WREGIS account) pursuant to Section 3.3 during the Calculation Period.

Payment Date: Notwithstanding anything to the contrary in Article Six of the Master Agreement, payment of each Monthly Cash Settlement Amount by Buyer to Seller under this Confirmation shall be due and payable on or before the later of the twentieth (20th) day of the month in which the Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains, or within ten (10) Business Days, or, if such day is not a Business Day, then on the next Business Day, following receipt of an invoice issued by Seller for the applicable Calculation Period. The invoice shall include a statement detailing the portion of Product transferred to Buyer during the applicable Calculation Period.

Buyer is not obligated to pay for any Green Attributes that have not been properly transferred to Buyer’s WREGIS account.

Invoices to Buyer will be sent by hard copy and PDF format to:

Southern California Edison Company
Attn: [REDACTED]/Renewable Alternative Power Contract Manager
GO1, Quad 4D, [REDACTED]
P.O. Box 800

Rosemead, CA 91770
Email: [redacted]@sce.com
Email 2: PPFDPowerSettle@sce.com

For purposes of this Confirmation, Buyer shall be deemed to have received an invoice upon the receipt of either the hard copy or PDF format of the invoice, whichever comes first.

Payment to Seller shall be made by electronic funds transfer pursuant to the following:

[name of bank]
[address]
[Tax ID #]
[ABA #]
[Account #]

ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Seller's Representation, Warranties, and Covenants Related to Green Attributes

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.

~~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.~~

"Commercially reasonable efforts" shall not require Seller to incur out-of-pocket expenses in excess of [amount] in the aggregate in any one calendar year between the Effective Date and the last day of the Term.

~~Seller warrants that all necessary steps to allow the renewable energy credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.~~

In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Delivery Period, that:

- ~~(a) all necessary steps have been taken to allow the Green Attributes associated with the Product either to be (i) tracked in Seller's WREGIS account and transferred to Buyer; or (ii) credited to Buyer's WREGIS account.~~
- (a) ~~(b)~~ Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;

- (b) ~~(e)~~ Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
- (c) ~~(d)~~ at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
- (d) ~~(e)~~ Seller shall not substitute or purchase any Capacity, California RPS-Eligible Electric Energy, Green Attributes, [Resource Adequacy Benefits] from any other generating resource or the market for delivery hereunder; and
- (e) ~~(f)~~ following certification of the facility(s) in the Project by the CEC as an RPS-eligible resource, the facility(s) in the Project and all electrical output from the facility(s) in the Project are registered with WREGIS as California RPS-eligible.

6.2 Seller's Representation, Warranties, and Covenants Related to the Project

Seller warrants, represents and covenants that:

- (a) Seller shall, or shall cause the owner of the Project to, inspect, maintain, and repair the Project in accordance with applicable industry standards, the Project's permit requirements, and Accepted Electrical Practices; and
- (b) Seller shall abide, or shall cause the owner of the Project to, abide, by all applicable laws in operating the Project.

6.3 [If Project is in California] Seller's Representation, Warranties, and Covenants Related to Resource Adequacy Benefits

- (a) Seller shall comply with, or cause the owner of the Project to comply with, all Applicable Laws relating to resource adequacy and local area reliability, and Seller will provide, or cause the owner of the Project to provide, requested supporting documentation to the CAISO, the CPUC, or any other governmental body responsible for administering Resource Adequacy Benefits under Applicable Laws, to certify or qualify the Contract Quantity for resource adequacy and local area reliability purposes.
- (b) Seller represents and warrants that no portion of the Product has been committed to any third party in order to satisfy resource adequacy or analogous obligations in CAISO or non-CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Project's owner or operator;
- (c) No portion of the Project has been committed by Seller in order to satisfy resource adequacy or analogous obligations in any non-CAISO market; and
- (d) Each Project is connected to the CAISO Grid, is within the CAISO Control Area, and is under the control of CAISO.

**ARTICLE 7
ADDITIONAL EVENTS OF DEFAULT**

It shall be an Event of Default as to Seller under Section 5.1(c) of the Master Agreement If:

- (a) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, or any benefits derived therefrom, to any party other than SCE or CAISO;

- (b) Any energy required to be delivered to Buyer under this Confirmation is determined to have originated from a non-ERR resource;
- (c) Seller or the Project owner fails to maintain CEC Certification or LORS Certification, as applicable, for the Project from the CEC; or
- (d) The Project fails to begin operation within six (6) months of the Confirmation Effective Date.

ARTICLE 8 TERMINATION

Notwithstanding anything to the contrary in the Master Agreement, the Parties shall determine the Settlement Amount for this Transaction in accordance with Section 5.2 of the Master Agreement. Furthermore, with respect to this Transaction only, the following language is to be added at the end of Section 5.2:

“If Buyer is the Non-Defaulting party and Buyer reasonably expects to incur penalties or fines from the CPUC, the CAISO or any other governmental entity for failure to meet RPS requirements due to Seller’s Event of Default, then Buyer may, in good faith, estimate the amount of those penalties or fines and include this estimate in its determination of the Settlement Amount, subject to accounting to Seller when those penalties or fines are finally ascertained. The rights and obligations with respect to determining and paying any Settlement Amount or Termination Payment and any dispute resolution with respect thereto, shall survive termination of this Transaction and shall continue until after those penalties or fines are finally ascertained.”

ARTICLE 9 GENERAL PROVISIONS

9.1 Buyer Audit Rights

In addition to any audit rights provided under the EEI Agreement, Seller shall, along with the initial invoice sent to Buyer by Seller under this Confirmation for any calendar year during the Term and at other times as may be requested by Buyer, provide documentation, which may include, for example, meter data as recorded by a meter approved by the Project’s governing balancing authority, sufficient to demonstrate that the Product has been conveyed and delivered, subject to the terms of this Confirmation, to Buyer.

Seller shall, at its own cost and expense, instruct WREGIS to provide Buyer with a WREGIS-produced report of the generation activity from the Project following each month that the Project generates energy that is being used to complete the delivery of the Product. Such information shall be limited to the amount of electric energy generated by the Project during the Term, and shall not include any information or reference to the transfer of WREGIS Certificates from Seller’s account to any other entity.

9.2 Rights and Remedies Related to Exclusivity

Notwithstanding anything to the contrary in the EEI Agreement, including Article Four and Article Seven, Seller acknowledges and agrees that irreparable damage would occur in the event of any breach by Seller of its obligations under Sections 3.1, 3.2, 3.3 and 3.4 of this Confirmation and that money damages may not be a sufficient remedy for any such breach, and that Buyer shall be entitled, without the requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy in any court of competent jurisdiction notwithstanding the obligation to submit all other disputes (including claims for monetary damages under this Confirmation) to dispute resolution pursuant to Section 10.6 of the EEI Agreement.

Such a request for provisional relief does not waive Buyer's right to seek other remedies for any breach of its obligation to convey the Product and associated Green Attributes exclusively to Buyer in accordance with this Confirmation, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in the Agreement, or if the Agreement does not specify a remedy for the breach, all other remedies available at law or equity to the Parties for the breach.

9.3 Forecasted Generation

Five (5) Business Days before the first (1st) of each November during the Delivery Period, Seller shall provide to Buyer the estimated electric generation from the Project forecast for that November and the following month, December. Six (6) Business Days before the first (1st) of each December during the Delivery Period, Seller shall provide Buyer with an updated estimate of generation from the Project forecast for that December. Such estimates shall be of the same type of information Seller relies on in its normal course of business.

The Parties acknowledge and agree that any such estimate or forecast provided under this Section 9.3 is for informational purposes only and does not obligate or commit Seller to provide or deliver such estimated or forecasted energy to Buyer.

9.4 [Check if Pooled Resource] Facility Identification

Within five (5) Business Days after the end of each month during the Delivery Period, Seller shall (a) identify the facility(s) included in the Pooled Facility that the Product was delivered from for that month; and (b) provide estimates of the quantity of Product that will be provided in the next month and the facility(s) from which it will be provided.

9.5 Governing Law

(a) Notwithstanding any provision to the contrary in the EEI Agreement, the Governing Law applicable to this Transaction is set forth in Section 9.5(b) below. This Section 9.5 does not change the Governing Law applicable to any other Transaction entered into between the Parties under the EEI Agreement.

(b)

GOVERNING LAW. THIS AGREEMENT 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 AGREEMENT.

9.6 Obligation To Deliver WREGIS Certificates

Notwithstanding anything to the contrary contained in the Master Agreement, in the event Seller declares an Early Termination Date pursuant to Section 5.2 of the Master Agreement, Seller shall not be permitted to suspend performance with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the EEI Agreement, Seller shall not be permitted to suspend performance under Section 5.7 of the Master Agreement with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the EEI Agreement, the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation shall survive the termination of this Confirmation.

9.7 Prevailing Wage.

To the extent applicable, Seller shall comply with the prevailing wage requirements of Public Utilities Code Section 399.14, subdivision (h).

**ARTICLE 10
CREDIT AND COLLATERAL**

10.1 Seller Collateral Requirements

Notwithstanding anything to the contrary contained in the EEI Agreement, Seller shall provide to, and maintain with, Buyer, an Independent Amount as long as Seller or its Guarantor, if any, does not maintain Credit Ratings of at least BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch. The Independent Amount shall be equal to \$ [REDACTED] [25% of the total notional value of the forecasted Total Quantity, multiplied by the Above Index Component of the Energy Price for all hours remaining in the current Calculation Period and all remaining Calculation Periods in the Delivery Period.] The Independent Amount shall be posted with SCE upon the earlier of a) within five (5) Business Days following the Confirmation Effective Date or b) within five (5) Business Days of Seller's or its Guarantor's Credit Ratings falling below BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch.

10.2 Buyer Collateral Requirements

Notwithstanding anything to the contrary contained in the EEI Agreement, Seller's Exposure to Buyer for this Transaction is deemed to be zero dollars (\$0.00).

Notwithstanding anything to the contrary in Section 5.1(g) of the EEI Agreement, no Cross Default Amount shall be applicable to Buyer for this Confirmation.

10.3 Credit Terms

The Parties agree that the credit and collateral provisions of the EEI Agreement shall govern this Transaction except as modified in this Confirmation.

**ARTICLE 11
CONFIDENTIALITY**

Without limiting the provisions of Section 10.6 of the Master Agreement, Buyer agrees that, in connection with the filing of this Confirmation with any regulatory agency, Buyer shall make an appropriate request that all of the terms and conditions of this Confirmation be held in strict confidence and preserved from disclosure to any third party consistent with applicable law; provided that each of Buyer and Seller may disclose the following information:

- (1) Party names;
- (2) Resource;
- (3) Term;
- (4) Project location;
- (5) Capacity of each Project;

- (6) The fact that the Project is on-line and delivering;
- (7) Delivery Point; and
- (8) The quantity of California RPS-eligible electric energy to be delivered under this Confirmation.

ACKNOWLEDGED AND AGREED TO [DATE]:

[SELLER]

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date:

Date:

Document comparison by Workshare Professional on Wednesday, April 07, 2010
3:33:55 PM

Input:	
Document 1 ID	PowerDocs://LAW/1692637/1
Description	LAW-#1692637-v1-R.08-08-009_2010_RPS_Procurement_Plan_-_Attachment_2-6_2010_Pro_Forma_EEI_Confirmation_for_Firm_Product
Document 2 ID	PowerDocs://LAW/1715183/1
Description	LAW-#1715183-v1-R.08-08-009_Amended_2010_RPS_Procurement_Plan_-_Attachment_2-6_Amended_2010_Pro_Forma_EEI_Confirmation_for_Firm_Product
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	7
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	15

ATTACHMENT 2-7

Amended 2010 Pro Forma EEI Confirmation for As-Available Product

**MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER
BETWEEN
[SELLER]
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

This confirmation letter (“Confirmation”) confirms the Transaction between [insert name of Seller] (“Seller”) and Southern California Edison Company (“Buyer” or “SCE”) dated as of [insert date] (“Confirmation Effective Date”) regarding the sale and purchase of the Product, as such term is defined below in Section 1.1, in accordance with and subject to the terms and provisions of this Confirmation, the EEI Master Power Purchase & Sale Agreement, together with the Cover Sheet, any amendments and annexes thereto between Seller and SCE dated as of [insert execution date of latest EEI Cover Sheet] (“Master Agreement”), and Paragraph 10 of the EEI Collateral Annex to the Master Agreement (Paragraph 10 and the Collateral Annex are both referred to herein as the “Collateral Annex”) (the Master Agreement and the Collateral Annex shall be collectively referred to as the “EEI Agreement”). (The EEI Agreement and this Confirmation shall be collectively referred to herein as the “Agreement.”) Capitalized terms used but not defined in this Confirmation shall have the meanings ascribed to them in the EEI Agreement or the Tariff. If any term in this Confirmation conflicts with the Tariff or EEI Agreement, the definitions set forth in this Confirmation shall supersede.

**ARTICLE 1
COMMERCIAL TERMS**

1.1 Product Information

Seller: []		Buyer: SOUTHERN CALIFORNIA EDISON COMPANY
Trading:	<u>Seller</u>	<u>Buyer</u>
	Day Ahead: [] Real Time: []	Day Ahead: 626-307-4487 / 626-307-4430 Real Time: 626-307-4453 / 626-307-4416
Scheduling:	<u>Seller</u>	<u>Buyer</u>
	Day Ahead: [] Real Time: []	Day Ahead: 626-307-4425 / 626-307-4413 Real Time: 626-307-4405 / 626-307-4416
Product:	<input type="checkbox"/> If Project is located in California: All Capacity Attributes, Available California RPS-Eligible Electric Energy, Green Attributes, and Resource Adequacy Benefits associated with the Total Quantity.	
	<input type="checkbox"/> If Project is located outside California: All Capacity Attributes, Available California RPS-Eligible Electric Energy and Green Attributes associated with the Total Quantity. Seller shall not substitute or purchase any Capacity Attributes, Green Attributes, [Resource Adequacy Benefits] from the market or from any generating resource other than the Project for delivery hereunder.	
Project:	All Product sold hereunder shall be generated by the facility or facilities listed below (collectively, the “Project”):	

	<p><input type="checkbox"/> [If the Project is existing and located in California]: [Name of Project][Project Description: address, CEC # etc.] [Project Capacity][Capacity Factor];</p> <p><input type="checkbox"/> [If the Project is not existing and will be located in California]: [Name of Project][Project Description: address, CEC # etc., expected on-line date] [Project Capacity][Capacity Factor];</p> <p>Seller shall use commercially reasonable efforts to obtain CEC Certification for the Project.</p> <p><input type="checkbox"/> [If the Project is existing and located outside of California]: [Name of Project][Project Description: address,] [Project Capacity][Capacity Factor];</p> <p>Seller shall use commercially reasonable efforts to obtain LORS Certification for the Project from the CEC.</p> <p><input type="checkbox"/> [If the Project is not existing and will be located outside of California]: [Name of Project][Project Description: address, expected on-line date] [Project Capacity][Capacity Factor];</p> <p>Seller shall use commercially reasonable efforts to obtain LORS Certification for the Project from the CEC.</p> <p><input type="checkbox"/> Check if Pooled Facilities: For Pooled Facilities: All Product sold hereunder shall be generated by one or more of the <i>[type of generation]</i> facilities listed below (all, "Pooled Facilities"): The Parties acknowledge and agree that the Project constitutes a pool of facilities that Seller is permitted to utilize in order to satisfy its obligations hereunder. The Parties further acknowledge and agree that, with respect to Section 3.1 of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by one of the facilities included in the Pooled Facilities to satisfy the Total Quantity, and that Buyer is not entitled to any additional Product produced by the facilities in the Project above and beyond the Total Quantity.</p>
Resource:	<i>[Type of Resource]</i>
Banking, Firming and Shaping:	<p>Throughout the Delivery Period, Seller shall generate, transmit and integrate available intermittent generation from the Project into the electrical system interconnected to and used by the Project on an hourly basis to be delivered to Buyer as firm energy at a later time. For each month of generation during the Delivery Period, this Banking, Firming and Shaping of energy shall occur over three one-month periods as follows:</p> <p>(1) <u>Storage Month</u>. In period one (e.g., January), Seller shall store hourly intermittent <i>[type]</i> generation in the electrical system to which the Project is interconnected.</p>

	<p>(2) <u>Notification Month</u>. On or before the 15th calendar day of period two (e.g., February), Seller shall notify Buyer of the total quantity of electrical energy (in MWh) generated by the Project in the entire preceding month (Storage Month) and the number of Blocks that Seller will deliver to Buyer at the Delivery Point in the subsequent month (Conveyance Month).</p> <p>(3) <u>Conveyance Month</u>. Throughout all On-Peak Hours in period three (e.g., March), Seller shall deliver to Buyer at the Delivery Point the number of Blocks specified in the preceding Notification Month; provided that Buyer shall be permitted to add any energy curtailments by the applicable balancing authority for the Delivery Point to the following Conveyance Month.</p>
Energy Price:	<p>[Year]: Index plus Above Index Component of \$ []</p> <p>[As needed] [Year]: Index plus Above Index Component of \$ []/MWh</p>
Term:	The Term of this Transaction shall commence upon the Confirmation Effective Date and end [XX months] after the Delivery Period Commencement Date, unless terminated earlier due to failure to satisfy the Conditions Subsequent or as otherwise provided in the Agreement.
Delivery Period or Delivery Term:	<p>The Delivery Period or Delivery Term of this Transaction shall commence upon:</p> <p><input type="checkbox"/> Check if project in existence [Date].</p> <p><input type="checkbox"/> Check if project not in existence The Firm Operation Date.</p> <p>[Date] or Firm Operation Date, as applicable, the “Delivery Period Commencement Date.”</p> <p>The Delivery Period or Delivery Term of this Transaction shall end [XX months] after the Delivery Period Commencement Date.</p>
Delivery Point:	[insert Delivery Point]
Total Quantity	The total quantity of electric energy generated by the Project that is delivered during the Delivery Period.
Scheduling Obligations:	<p>For each day in the Delivery Period that the Project generates electrical energy that is delivered to SCE in accordance with this Confirmation:</p> <p>Seller shall schedule WSPP Schedule C energy or CAISO Energy, as applicable, from the Project into the CAISO grid or [] in accordance with the CAISO Tariff or applicable rules of the Transmission Provider; and</p> <p>[if applicable] NERC E-Tags will comply with the delivery requirements as specified by the CEC.</p>
Scheduling Period:	In accordance with this Confirmation, Seller shall schedule and deliver to Buyer the CAISO Energy (if the Project is located in California) or WSPP Schedule C energy (if the Project is located outside of California) over [specify applicable hours] in each day and month during the Delivery Period.

Conditions Subsequent	<p>This Confirmation may be terminated unless each of the Conditions Subsequent set forth below are satisfied in accordance with this section:</p> <ul style="list-style-type: none"> (a) Buyer shall have obtained or waived CPUC Approval of this Agreement; and (b) Certification of the Project by the California Energy Commission (“CEC”) as an RPS-eligible resource, or obtainment of LORS Certification of the Project from the CEC, as applicable. <p>Both Parties shall take all reasonable action to satisfy all of the conditions identified above.</p> <p>Either Party may terminate this Confirmation on notice if (i) the CPUC fails to issue a final and non-appealable order granting CPUC Approval on or before [date]; or (ii) Buyer has not obtained or waived CPUC Approval by [date] and notice of such termination is given within fifteen (15) days of [redacted]</p> <p>Buyer may terminate this Confirmation on notice if (i) the Project has not been certified by the CEC as an RPS-eligible resource by [redacted]; or (ii) if Seller fails to obtain LORS Certification for the Project from the CEC by the Delivery Period Commencement Date, as applicable.</p> <p>Any termination made by a Party under this section shall be without liability or obligation to the other Party except for payment of any WSPP Schedule C Energy or CAISO Energy, as applicable, already delivered and received before notice of such termination and reimbursement by the terminating Party of any CAISO charges paid by the other Party which charges are the responsibility of the terminating Party. Any such termination shall be deemed to be a termination of this Confirmation <i>ab initio</i>.</p>
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ARTICLE 2 DEFINITIONS

“Blocks” means the quantity of twenty-five (25) MW “blocks” of CAISO Energy (If the Project is located in California) or WSPP Schedule C Energy (if the Project is located outside of California) scheduled and delivered in accordance with this Confirmation. The quantity of such twenty-five (25) MW blocks shall be calculated pursuant to the following formula for each applicable Conveyance Month during the Delivery Period:

$(A + B) / C$, rounded to the greater of zero or the nearest positive integer that is evenly divisible by twenty-five (25).

Where:

A = the amount of energy identified in the applicable Notification Month

B = the Roll-Over Amount (as defined below)

C = the total number of hours in the applicable Conveyance Month

All excess or shortage of energy through rounding shall be added (as a positive number for any shortage or as a negative number for any excess) to the next Conveyance Month (“Roll-Over Amount”); provided that, for the last Conveyance Month of the Delivery Period, the quantity of Blocks shall be rounded up to the next integer.

“CAISO” means the California Independent System Operator or its successor.

“California RPS-Eligible Electric Energy” means electric energy from an Eligible Renewable Energy Resource, as such term is defined in Public Utilities Code Section 399.12 or Section 399.16

“Capacity Attributes” means any and all current or future defined characteristics, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Project or any unit of generating capacity of the Project during the Term.

“CEC” means the California Energy Commission or its regulatory successor.

“Control Area” means the electric power system (or combination of electric power systems) under the operational control of the CAISO or any other electric power system under the operational control of another organization vested with authority comparable to that of the CAISO.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer’s administration of the Agreement; and

(b) finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law. *{SCE Comment – non-REC contracts.}*

(b) Finds that any procurement pursuant to this Agreement is procurement of renewable energy credits that 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, for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

{SCE Comment: REC-only contracts.}

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

Notwithstanding the foregoing, if a Tier 2 advice letter process is used to obtain CPUC Approval of this Agreement, CPUC Approval will also be deemed to have occurred on the date that a CPUC Energy Division disposition which contains such findings or deems approved an advice letter requesting such findings becomes final and non-appealable.

“Delivery Term” means “Delivery Period”.

“Firm Operation Date” means six months after the first full day that the Project is synchronized with the electrical system to which it is interconnected.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by

trapping heat in the atmosphere;¹ (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"HE" means "hour ending."

"Index" means, (a) for projects located in California, for each Scheduling Period, the CAISO EZ Gen Hub price for the energy delivered during that Scheduling Period; and (b) for projects located outside of California, for each Scheduling Period, the average (rounded to the nearest hundredth place), of the day-ahead index price as published by the Intercontinental Exchange, Inc. ("ICE") for the [REDACTED] Hub on its website currently located at <<https://www.theice.com/>>, or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties, weighted for the quantity of energy that is delivered under this confirmation for each Scheduling Period.

[If the Project is located outside of California] "LORS Certification" means certification by the CEC of an electric generation facility not located within the state of California that such facility meets California's environmental quality laws, ordinances, regulations, and standards as set forth in the CEC's RPS Eligibility Guidebook.

"Off-Peak" means 6x8 (Monday through Saturday, HE 0100 - HE 0600 PPT and HE 2300 - HE 2400 PPT, but excluding NERC holidays); and Sunday and NERC holidays (HE 0100 - HE 2400 PPT).

"On-Peak" means 6x16 (Monday through Saturday, HE 0700 - HE 2200 PPT, excluding NERC holidays).

"Resource Adequacy Benefits" means the rights and privileges attached to the Project that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facility.

"RPS" means the California Renewables Portfolio Standard Program as codified at California Public Utilities Code Section 399.11 *et seq.*, and any decisions by the CPUC related thereto.

"Transmission Provider" means any entity or entities responsible for the interconnection of the Project with a Control Area or transmitting the California RPS-Eligible Electric Energy on behalf of Seller from the Project to the Delivery Point.

¹

Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

"WECC Business Practices" means the approved business practices of the Western Electric Coordinating Council.

"WECC ISAS" means the Western Electric Coordinating Council's Interchange Scheduling and Accounting Subcommittee.

"WREGIS" means the Western Region Electricity Generation Information System or other process recognized under applicable laws for the registration, transfer or ownership of Green Attributes.

"WREGIS Certificate" means "Certificate" as defined by WREGIS in the WREGIS Operating Rules.

"WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS.

ARTICLE 3 CONVEYANCE OF RENEWABLE ENERGY

3.1 Seller's Conveyance Of Electric Energy

Throughout all applicable months of the Delivery Period, Seller shall deliver and convey the electric energy associated with the portion of Product (such portion defined as the quantity of electric energy stored in the applicable Storage Month) by delivering such Product to the Delivery Point through the use of Banking, Firming and Shaping.

3.2 Seller's Conveyance Of Capacity Attributes

Throughout all applicable months of the Delivery Period, Seller shall convey and sell, and SCE shall purchase and receive, the Capacity Attributes associated with the Product, subject to the terms and conditions of this Confirmation.

3.3 Seller's Conveyance Of Green Attributes

(a) Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

The Green Attributes are delivered and conveyed upon completion of all actions described below.

(b) Check One:

i. Green Attributes initially credited to Seller's WREGIS account.

(A) During the Term, Seller, at its own cost and expense, shall maintain its registration with WREGIS and shall use best efforts to ensure that all Green Attributes transferred to Buyer under this Confirmation count towards Buyer's RPS requirements. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.

(B) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the electric energy delivered in Section 3.1 within five (5) Business Days after the end of the month in which the WREGIS Certificates for the Green Attributes are created by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes to Buyer into Buyer's

WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer provided that Seller shall not transfer any Green Attributes or WREGIS Certificates to Buyer before CPUC Approval is obtained or waived, and Buyer shall not be required to pay subsection (b) of the Monthly Cash Settlement Amount for any Green Attributes transferred before CPUC Approval is obtained or waived.

- ii. □ Green Attributes credited directly to Buyer's WREGIS account.

During the Term, Buyer, at its own cost and expense, shall register, and maintain registration of the Project, with WREGIS. Seller and Buyer shall use best efforts to ensure that all WREGIS Certificates for the Project are credited to Buyer's WREGIS account, including completing applicable assignment forms provided by WREGIS. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes hereunder shall be designated California RPS-compliant with WREGIS.

3.4 [For California Projects only] Seller's Conveyance Of Resource Adequacy Benefits

Seller shall dedicate and convey any and all Resource Adequacy Benefits generated by, associated with or attributable to the Project during the Term, to Buyer and Buyer shall be given sole title to all such Resource Adequacy Benefits and be entitled to use all such Resource Adequacy Benefits in its sole discretion.

3.5 Delivery Rate

Seller shall, subject to the other terms of this Confirmation, deliver the Product to Buyer, from the Confirmation Effective Date until such time as the Product has been delivered in full, at a rate not less than the rate at which electric energy is generated by the Project.

3.6 Further Assurances

Seller shall take all reasonable actions, including, but not limited to, amending this Confirmation, to ensure that the California RPS-Eligible Electric Energy associated with the Green Attributes provided for hereunder qualifies as "delivered" energy into California within the meaning of the RPS; provided that such action does not result in a change in the original allocation of the economic benefits and burdens to Seller under this Confirmation as of the Confirmation Effective Date.

ARTICLE 4 CPUC FILING AND APPROVAL

Within forty-five (45) days after the execution date of this Confirmation, Buyer shall file with the CPUC the appropriate request for CPUC Approval. Buyer shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. Seller shall use commercially reasonable efforts to support Buyer in obtaining CPUC Approval. Buyer has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.

ARTICLE 5 COMPENSATION

Calculation Period: Each calendar month during the Delivery Period that Product is transferred pursuant to Article 3 of this Confirmation.

Monthly Cash

Settlement Amount: Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period.
The Monthly Cash Settlement Amount for a particular Calculation Period shall be equal to the sum of the following:

- (a) the sum, over all hours of the month, of the applicable Index price for each hour, multiplied by the quantity of California RPS-Eligible Electric Energy scheduled, delivered and received by Buyer pursuant to Section 3.1 during that hour ; *plus*
- (b) the Above Index Component multiplied by the quantity of Green Attributes (in MWhs) delivered to Buyer (or credited to Buyer's WREGIS account) pursuant to Section 3.2 during the Calculation Period.

Payment Date: Notwithstanding anything to the contrary in Article Six of the Master Agreement, payment of each Monthly Cash Settlement Amount by Buyer to Seller shall be due and payable on or before the later of the twentieth (20th) day of the month in which the Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains, or within ten (10) Business Days, or, if such day is not a Business Day, then on the next Business Day, following receipt of an invoice issued by Seller for the applicable Calculation Period. The invoice shall include a statement detailing the portion of Product transferred to Buyer during the applicable Calculation Period.

Buyer is not obligated to pay for any Green Attributes that have not been properly transferred to Buyer's WREGIS account.

Invoices to Buyer will be sent by hard copy and PDF format to:

Southern California Edison Company
Attn: [REDACTED]/Renewable Alternative Power Contract Manager
GO1, Quad 4D, [REDACTED]
P.O. Box 800
Rosemead, CA 91770
Email: [REDACTED]@sce.com
Email 2: PPFDPowerSettle@sce.com

For purposes of this Confirmation, Buyer shall be deemed to have received an invoice upon the receipt of either the hard copy or PDF format of the invoice, whichever comes first.

Payment to Seller shall be made by electronic funds transfer pursuant to the following:

[name of bank]
[address]
[Tax ID #]
[ABA #]
[Account #]

ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Seller's Representation, Warranties, and Covenants Related to Green Attributes

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.

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.

"Commercially reasonable efforts" shall not require Seller to incur out-of-pocket expenses in excess of [amount] in the aggregate in any one calendar year between the Effective Date and the last day of the Term.

Seller warrants that all necessary steps to allow the renewable energy credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract

In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Delivery Period, that:

- (a) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;
- (b) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
- (c) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
- (d) Seller shall not substitute or purchase any Capacity, California RPS-Eligible Electric Energy, Green Attributes, [Resource Adequacy Benefits] from any other generating resource or the market for delivery hereunder; and
- (e) following certification of the facility(s) in the Project by the CEC as an RPS-eligible resource, the facility(s) in the Project and all electrical output from the facility(s) in the Project are registered with WREGIS as California RPS-eligible.

6.2 Seller's Representation, Warranties, and Covenants Related to the Project

Seller warrants, represents and covenants that:

- (a) Seller shall, or shall cause the owner of the Project to, inspect, maintain, and repair the Project in accordance with applicable industry standards, the Project's permit requirements, and Accepted Electrical Practices; and
- (b) Seller shall abide, or shall cause the owner of the Project to abide, by all applicable laws in operating the Project.

6.3 [If Project is in California] Seller's Representation, Warranties, and Covenants Related to Resource Adequacy Benefits

- (a) Seller shall comply with, or cause the owner of the Project to comply with, all Applicable Laws relating to resource adequacy and local area reliability, and Seller will provide, or cause the owner of the Project to provide, requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering Resource Adequacy Benefits under Applicable Laws, to certify or qualify the Contract Quantity for resource adequacy and local area reliability purposes.
- (b) Seller represents and warrants that no portion of the Product has been committed to any third party in order to satisfy resource adequacy or analogous obligations in CAISO or non-CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Project's owner or operator;
- (c) No portion of the Project has been committed by Seller in order to satisfy resource adequacy or analogous obligations in any non-CAISO market; and
- (d) Each Project is connected to the CAISO Grid, is within the CAISO Control Area, and is under the control of CAISO.

**ARTICLE 7
ADDITIONAL EVENTS OF DEFAULT**

It shall be an Event of Default as to Seller under Section 5.1(c) of the Master Agreement if:

- (a) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, or any benefits derived therefrom, to any party other than SCE or CAISO;
- (b) Any energy required to be delivered to Buyer under this Confirmation is determined to have originated from a non-ERR resource; or
- (c) Seller or the Project owner fails to maintain CEC Certification or LORS Certification, as applicable, for the Project from the CEC; or
- (d) The Project fails to begin operation within six (6) months of the Confirmation Effective Date.

**ARTICLE 8
TERMINATION**

Notwithstanding anything to the contrary in the Master Agreement, the Parties shall determine the Settlement Amount for this Transaction in accordance with Section 5.2 of the Master Agreement. Furthermore, with respect to this Transaction only, the following language is to be added at the end of Section 5.2:

"If Buyer is the Non-Defaulting party and Buyer reasonably expects to incur penalties or fines from the CPUC, the CAISO or any other governmental entity for failure to meet RPS requirements due to Seller's Event of Default, then Buyer may, in good faith, estimate the amount of those penalties or fines and include this estimate in its determination of the Settlement Amount,

subject to accounting to Seller when those penalties or fines are finally ascertained. The rights and obligations with respect to determining and paying any Settlements Amount or Termination Payment and any dispute resolution with respect thereto, shall survive termination of this Transaction and shall continue until after those penalties or fines are finally ascertained.”

ARTICLE 9 GENERAL PROVISIONS

9.1 Buyer Audit Rights

In addition to any audit rights provided under the EEI Agreement, Seller shall, along with the initial invoice for any calendar year during the Term and at other times as may be requested by Buyer, provide documentation, such as meter data as recorded by a meter approved by the Project’s governing balancing authority, sufficient to demonstrate that the Product has been conveyed and delivered, subject to the terms of this Confirmation, to Buyer.

Seller shall, at its own cost and expense, instruct WREGIS to provide Buyer with a WREGIS-produced report of the generation activity from the Project following each month that the Project generates energy that is being used to complete the delivery of the Product. Such information shall be limited to the amount of electric energy generated by the Project during the Term, and shall not include any information or reference to the transfer of WREGIS Certificates from Seller’s account to any other entity.

9.2 Rights and Remedies Related to Exclusivity

Notwithstanding Article Four and Article Seven of the EEI Agreement, Seller acknowledges and agrees that irreparable damage would occur in the event of any breach by Seller of its obligations under Section 3.1, 3.2, 3.3, or 3.4 of this Confirmation and that money damages may not be a sufficient remedy for any such breach, and that Buyer shall be entitled, without the requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy in any court of competent jurisdiction notwithstanding the obligation to submit all other disputes (including claims for monetary damages under this Confirmation) to dispute resolution pursuant to Section 10.6 of the EEI Agreement.

Such a request for provisional relief does not waive Buyer’s right to seek other remedies for any breach of its obligation to convey the Product and associated Green Attributes exclusively to Buyer in accordance with this Confirmation, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in the Agreement, or if the Agreement does not specify a remedy for the breach, all other remedies available at law or equity to the Parties for the breach.

9.3 Forecasted Generation

Five (5) Business Days before the first (1st) of each November during the Delivery Period, Seller shall provide to Buyer the estimated electric generation from the Project forecast for that November and the following month, December. Six (6) Business Days before the first (1st) of each December during the Delivery Period, Seller shall provide Buyer with an updated estimate of generation from the Project forecast for that December. Such estimates shall be of the same type of information Seller relies on in its normal course of business.

9.4 [Check if pooled resource] Facility Identification

Within five (5) Business Days after the end of each month during the Delivery Period, Seller shall (a) identify the facility(s) included in the Pooled Facility that the Product was delivered from for that month; and (b) provide estimates of the quantity of Product that will be provided in the next month and the facility(s) from which it will be provided.

9.5 Governing Law

(a) Notwithstanding any provision to the contrary in the EEI Agreement, the Governing Law applicable to this Confirmation is set forth in Section 9.5(b) below. This Section 9.5 does not change the Governing Law applicable to any other Transaction entered into between the Parties under the EEI Agreement.

(b)

GOVERNING LAW. THIS AGREEMENT 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 AGREEMENT.

9.6 Obligation To Deliver WREGIS Certificates

Notwithstanding anything to the contrary contained in the Master Agreement, in the event Seller declares an Early Termination Date pursuant to Section 5.2 of the Master Agreement, Seller shall not be permitted to suspend performance with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the EEI Agreement, Seller shall not be permitted to suspend performance under Section 5.7 of the Master Agreement with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the EEI Agreement, the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation shall survive the termination of this Confirmation.

9.7 Prevailing Wage.

To the extent applicable, Seller shall comply with the prevailing wage requirements of Public Utilities Code Section 399.14, subdivision (h).

ARTICLE 10 CREDIT AND COLLATERAL

10.1 Seller Collateral Requirements

Notwithstanding anything to the contrary contained in the EEI Agreement, Seller shall provide to, and maintain with, Buyer, an Independent Amount as long as Seller or its Guarantor, if any, does not maintain Credit Ratings of at least BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch. The Independent Amount shall be equal to \$ [REDACTED] [25% of the total notional value of the forecasted Total Quantity, multiplied by the Above Index Component of the Energy Price, for all hours remaining in the current Calculation Period and all remaining Calculation Periods in the Delivery Period.] The Independent Amount shall be posted with SCE upon the earlier of a) within five (5) Business Days following the Confirmation Effective Date or b) within five (5) Business Days of Seller's or its Guarantor's Credit Ratings falling below BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch.

10.2 Buyer Collateral Requirements

Notwithstanding anything to the contrary contained in the EEI Agreement, Seller's Exposure to Buyer for this Transaction is deemed to be zero dollars (\$0.00).

Notwithstanding anything to the contrary in Section 5.1(g) of the EEI Agreement, no Cross Default Amount shall be applicable to Buyer for this Confirmation.

10.3 Credit Terms

The Parties agree that the credit and collateral provisions of the EEI Agreement shall govern this Transaction except as modified in this Confirmation.

**ARTICLE 11
CONFIDENTIALITY**

Without limiting the provisions of Section 10.6 of the Master Agreement, Buyer agrees that, in connection with the filing of this Confirmation with any regulatory agency, Buyer shall make an appropriate request that all of the terms and conditions of this Confirmation be held in strict confidence and preserved from disclosure to any third party consistent with applicable law; provided that each of Buyer and Seller may disclose the following information:

- (1) Party names;
- (2) Resource;
- (3) Term;
- (4) Project location;
- (5) Capacity of each Project;
- (6) The fact that the Project is on-line and delivering;
- (7) Delivery Point; and
- (8) The quantity of California RPS-eligible electric energy to be delivered under this Confirmation.

ACKNOWLEDGED AND AGREED TO [DATE]:

[SELLER]

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date:

Date:

ATTACHMENT 2-7

Amended 2010 Pro Forma EEI Confirmation for As-Available Product Redline Version

**MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER
BETWEEN
[SELLER]
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

This confirmation letter (“Confirmation”) confirms the Transaction between [insert name of Seller] (“Seller”) and Southern California Edison Company (“Buyer” or “SCE”) dated as of [insert date] (“Confirmation Effective Date”) regarding the sale and purchase of the Product, as such term is defined below in Section 1.1, in accordance with and subject to the terms and provisions of this Confirmation, the EEI Master Power Purchase & Sale Agreement, together with the Cover Sheet, any amendments and annexes thereto between Seller and SCE dated as of [insert execution date of latest EEI Cover Sheet] (“Master Agreement”), and Paragraph 10 of the EEI Collateral Annex to the Master Agreement (Paragraph 10 and the Collateral Annex are both referred to herein as the “Collateral Annex”) (the Master Agreement and the Collateral Annex shall be collectively referred to as the “EEI Agreement”). (The EEI Agreement and this Confirmation shall be collectively referred to herein as the “Agreement.”) Capitalized terms used but not defined in this Confirmation shall have the meanings ascribed to them in the EEI Agreement or the Tariff. If any term in this Confirmation conflicts with the Tariff or EEI Agreement, the definitions set forth in this Confirmation shall supersede.

**ARTICLE 1
COMMERCIAL TERMS**

1.1 Product Information

Seller: []		Buyer: SOUTHERN CALIFORNIA EDISON COMPANY
Trading:	<u>Seller</u>	<u>Buyer</u>
	Day Ahead: [] Real Time: []	Day Ahead: 626-307-4487 / 626-307-4430 Real Time: 626-307-4453 / 626-307-4416
Scheduling:	<u>Seller</u>	<u>Buyer</u>
	Day Ahead: [] Real Time: []	Day Ahead: 626-307-4425 / 626-307-4413 Real Time: 626-307-4405 / 626-307-4416
Product:	<input type="checkbox"/> If Project is located in California: <p align="center">All Capacity Attributes, Available California RPS-Eligible Electric Energy, Green Attributes, and Resource Adequacy Benefits associated with the Total Quantity.</p>	
	<input type="checkbox"/> If Project is located outside California: <p align="center">All Capacity Attributes, Available California RPS-Eligible Electric Energy and Green Attributes associated with the Total Quantity.</p> <p>Seller shall not substitute or purchase any Capacity Attributes, Green Attributes, [Resource Adequacy Benefits] from the market or from any generating resource other than the Project for delivery hereunder.</p>	
Project:	All Product sold hereunder shall be generated by the facility or facilities listed below (collectively, the “Project”):	

	<p><input type="checkbox"/> [If the Project is existing and located in California]: [Name of Project][Project Description: address, CEC # etc.] [Project Capacity][Capacity Factor];</p> <p><input type="checkbox"/> [If the Project is not existing and will be located in California]: [Name of Project][Project Description: address, CEC # etc., expected on-line date] [Project Capacity][Capacity Factor];</p> <p>Seller shall use commercially reasonable efforts to obtain CEC Certification for the Project.</p> <p><input type="checkbox"/> [If the Project is existing and located outside of California]: [Name of Project][Project Description: address,] [Project Capacity][Capacity Factor];</p> <p>Seller shall use commercially reasonable efforts to obtain LORS Certification for the Project from the CEC.</p> <p><input type="checkbox"/> [If the Project is not existing and will be located outside of California]: [Name of Project][Project Description: address, expected on-line date] [Project Capacity][Capacity Factor];</p> <p>Seller shall use commercially reasonable efforts to obtain LORS Certification for the Project from the CEC.</p> <p><input type="checkbox"/> Check if Pooled Facilities:</p> <p>For Pooled Facilities: All Product sold hereunder shall be generated by one or more of the <i>[type of generation]</i> facilities listed below (all, "Pooled Facilities"):</p> <p>The Parties acknowledge and agree that the Project constitutes a pool of facilities that Seller is permitted to utilize in order to satisfy its obligations hereunder.</p> <p>The Parties further acknowledge and agree that, with respect to Section 3.1 of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by one of the facilities included in the Pooled Facilities to satisfy the Total Quantity, and that Buyer is not entitled to any additional Product produced by the facilities in the Project above and beyond the Total Quantity.</p>
<p>Resource:</p>	<p><i>[Type of Resource]</i></p>
<p>Banking, Firming and Shaping:</p>	<p>Throughout the Delivery Period, Seller shall generate, transmit and integrate available intermittent generation from the Project into the electrical system interconnected to and used by the Project on an hourly basis to be delivered to Buyer as firm energy at a later time. For each month of generation during the Delivery Period, this Banking, Firming and Shaping of energy shall occur over three one-month periods as follows:</p> <p>(1) <u>Storage Month</u>. In period one (e.g., January), Seller shall store hourly intermittent <i>[type]</i> generation in the electrical system to which the Project is interconnected.</p>

	<p>(2) <u>Notification Month</u>. On or before the 15th calendar day of period two (e.g., February), Seller shall notify Buyer of the total quantity of electrical energy (in MWh) generated by the Project in the entire preceding month (Storage Month) and the number of Blocks that Seller will deliver to Buyer at the Delivery Point in the subsequent month (Conveyance Month).</p> <p>(3) <u>Conveyance Month</u>. Throughout all On-Peak Hours in period three (e.g., March), Seller shall deliver to Buyer at the Delivery Point the number of Blocks specified in the preceding Notification Month; provided that Buyer shall be permitted to add any energy curtailments by the applicable balancing authority for the Delivery Point to the following Conveyance Month.</p>
Energy Price:	<p>[Year]: Index plus Above Index Component of \$ []</p> <p>[As needed] [Year]: Index plus Above Index Component of \$ []/MWh</p>
Term:	<p>The Term of this Transaction shall commence upon the Confirmation Effective Date and end [XX months] after the Delivery Period Commencement Date, unless terminated earlier due to failure to satisfy the Conditions Subsequent or as otherwise provided in the Agreement.</p>
Delivery Period or Delivery Term:	<p>The Delivery Period or Delivery Term of this Transaction shall commence upon:</p> <p><input type="checkbox"/> Check if project in existence</p> <p style="padding-left: 40px;">[Date].</p> <p><input type="checkbox"/> Check if project not in existence</p> <p style="padding-left: 40px;">The Firm Operation Date.</p> <p>[Date] or Firm Operation Date, as applicable, the “Delivery Period Commencement Date.”</p> <p>The Delivery Period or Delivery Term of this Transaction shall end [XX months] after the Delivery Period Commencement Date.</p>
Delivery Point:	<p>[insert Delivery Point]</p>
Total Quantity	<p>The total quantity of electric energy generated by the Project that is delivered during the Delivery Period.</p>
Scheduling Obligations:	<p>For each day in the Delivery Period that the Project generates electrical energy that is delivered to SCE in accordance with this Confirmation:</p> <p>Seller shall schedule WSPP Schedule C energy or CAISO Energy, as applicable, from the Project into the CAISO grid or [] in accordance with the CAISO Tariff or applicable rules of the Transmission Provider; and</p> <p>[if applicable] NERC E-Tags will comply with the delivery requirements as specified by the CEC.</p>
Scheduling Period:	<p>In accordance with this Confirmation, Seller shall schedule and deliver to Buyer the CAISO Energy (if the Project is located in California) or WSPP Schedule C energy (if the Project is located outside of California) over [specify applicable hours] in each day and month during the Delivery Period.</p>

Conditions Subsequent	<p>This Confirmation may be terminated unless each of the Conditions Subsequent set forth below are satisfied in accordance with this section:</p> <ul style="list-style-type: none">(a) Buyer shall have obtained or waived CPUC Approval of this Agreement; and(b) Certification of the Project by the California Energy Commission (“CEC”) as an RPS-eligible resource, or obtainment of LORS Certification of the Project from the CEC, as applicable. <p>Both Parties shall take all reasonable action to satisfy all of the conditions identified above.</p> <p>Either Party may terminate this Confirmation on notice if (i) the CPUC fails to issue a final and non-appealable order granting CPUC Approval on or before [date]; or (ii) Buyer has not obtained or waived CPUC Approval by [date] and notice of such termination is given within fifteen (15) days of [redacted]</p> <p>Buyer may terminate this Confirmation on notice if (i) the Project has not been certified by the CEC as an RPS-eligible resource by [redacted]; or (ii) if Seller fails to obtain LORS Certification for the Project from the CEC by the Delivery Period Commencement Date, as applicable.</p> <p>Any termination made by a Party under this section shall be without liability or obligation to the other Party except for payment of any WSPP Schedule C Energy or CAISO Energy, as applicable, already delivered and received before notice of such termination and reimbursement by the terminating Party of any CAISO charges paid by the other Party which charges are the responsibility of the terminating Party. Any such termination shall be deemed to be a termination of this Confirmation <i>ab initio</i>.</p>
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**ARTICLE 2
DEFINITIONS**

“Blocks” means the quantity of twenty-five (25) MW “blocks” of CAISO Energy (If the Project is located in California) or WSPP Schedule C Energy (if the Project is located outside of California) scheduled and delivered in accordance with this Confirmation. The quantity of such twenty-five (25) MW blocks shall be calculated pursuant to the following formula for each applicable Conveyance Month during the Delivery Period:

$(A + B) / C$, rounded to the greater of zero or the nearest positive integer that is evenly divisible by twenty-five (25).

Where:

A = the amount of energy identified in the applicable Notification Month

B = the Roll-Over Amount (as defined below)

C = the total number of hours in the applicable Conveyance Month

All excess or shortage of energy through rounding shall be added (as a positive number for any shortage or as a negative number for any excess) to the next Conveyance Month (“Roll-Over Amount”); provided that, for the last Conveyance Month of the Delivery Period, the quantity of Blocks shall be rounded up to the next integer.

“CAISO” means the California Independent System Operator or its successor.

“California RPS-Eligible Electric Energy” means electric energy from an Eligible Renewable Energy Resource, as such term is defined in Public Utilities Code Section 399.12 or Section 399.16

“Capacity Attributes” means any and all current or future defined characteristics, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Project or any unit of generating capacity of the Project during the Term.

“CEC” means the California Energy Commission or its regulatory successor.

“Control Area” means the electric power system (or combination of electric power systems) under the operational control of the CAISO or any other electric power system under the operational control of another organization vested with authority comparable to that of the CAISO.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer’s administration of the Agreement; and

(b) finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law. *{SCE Comment – non-REC contracts.}*

(b) Finds that any procurement pursuant to this Agreement is procurement of renewable energy credits that 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, for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

{SCE Comment: REC-only contracts.}

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

Notwithstanding the foregoing, if a Tier 2 advice letter process is used to obtain CPUC Approval of this Agreement, CPUC Approval will also be deemed to have occurred on the date that a CPUC Energy Division disposition which contains such findings or deems approved an advice letter requesting such findings becomes final and non-appealable.

“Delivery Term” means “Delivery Period”.

“Firm Operation Date” means six months after the first full day that the Project is synchronized with the electrical system to which it is interconnected.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by

trapping heat in the atmosphere;¹ (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"HE" means "hour ending."

"Index" means, (a) for projects located in California, for each Scheduling Period, the CAISO EZ Gen Hub price for the energy delivered during that Scheduling Period; and (b) for projects located outside of California, for each Scheduling Period, the average (rounded to the nearest hundredth place), of the day-ahead index price as published by the Intercontinental Exchange, Inc. ("ICE") for the [REDACTED] Hub on its website currently located at <<https://www.theice.com/>>, or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties, weighted for the quantity of energy that is delivered under this confirmation for each Scheduling Period.

[If the Project is located outside of California] "LORS Certification" means certification by the CEC of an electric generation facility not located within the state of California that such facility meets California's environmental quality laws, ordinances, regulations, and standards as set forth in the CEC's RPS Eligibility Guidebook.

"Off-Peak" means 6x8 (Monday through Saturday, HE 0100 - HE 0600 PPT and HE 2300 - HE 2400 PPT, but excluding NERC holidays); and Sunday and NERC holidays (HE 0100 - HE 2400 PPT).

"On-Peak" means 6x16 (Monday through Saturday, HE 0700 - HE 2200 PPT, excluding NERC holidays).

"Resource Adequacy Benefits" means the rights and privileges attached to the Project that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Generating Facility.

"RPS" means the California Renewables Portfolio Standard Program as codified at California Public Utilities Code Section 399.11 *et seq.*, and any decisions by the CPUC related thereto.

"Transmission Provider" means any entity or entities responsible for the interconnection of the Project with a Control Area or transmitting the California RPS-Eligible Electric Energy on behalf of Seller from the Project to the Delivery Point.

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

"WECC Business Practices" means the approved business practices of the Western Electric Coordinating Council.

"WECC ISAS" means the Western Electric Coordinating Council's Interchange Scheduling and Accounting Subcommittee.

"WREGIS" means the Western Region Electricity Generation Information System or other process recognized under applicable laws for the registration, transfer or ownership of Green Attributes.

"WREGIS Certificate" means "Certificate" as defined by WREGIS in the WREGIS Operating Rules.

"WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS.

ARTICLE 3 CONVEYANCE OF RENEWABLE ENERGY

3.1 Seller's Conveyance Of Electric Energy

Throughout all applicable months of the Delivery Period, Seller shall deliver and convey the electric energy associated with the portion of Product (such portion defined as the quantity of electric energy stored in the applicable Storage Month) by delivering such Product to the Delivery Point through the use of Banking, Firming and Shaping.

3.2 Seller's Conveyance Of Capacity Attributes

Throughout all applicable months of the Delivery Period, Seller shall convey and sell, and SCE shall purchase and receive, the Capacity Attributes associated with the Product, subject to the terms and conditions of this Confirmation.

3.3 Seller's Conveyance Of Green Attributes

(a) Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

The Green Attributes are delivered and conveyed upon completion of all actions described below.

(b) **Check One:**

i. Green Attributes initially credited to Seller's WREGIS account.

(A) During the Term, Seller, at its own cost and expense, shall maintain its registration with WREGIS and shall use best efforts to ensure that all Green Attributes transferred to Buyer under this Confirmation count towards Buyer's RPS requirements. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.

(B) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the electric energy delivered in Section 3.1 within five (5) Business Days after the end of the month in which the WREGIS Certificates for the Green Attributes are created by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes to Buyer into Buyer's

WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer provided that Seller shall not transfer any Green Attributes or WREGIS Certificates to Buyer before CPUC Approval is obtained or waived, and Buyer shall not be required to pay subsection (b) of the Monthly Cash Settlement Amount for any Green Attributes transferred before CPUC Approval is obtained or waived.

- ii. Green Attributes credited directly to Buyer's WREGIS account.

During the Term, Buyer, at its own cost and expense, shall register, and maintain registration of the Project, with WREGIS. Seller and Buyer shall use best efforts to ensure that all WREGIS Certificates for the Project are credited to Buyer's WREGIS account, including completing applicable assignment forms provided by WREGIS. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes hereunder shall be designated California RPS-compliant with WREGIS.

3.4 [For California Projects only] Seller's Conveyance Of Resource Adequacy Benefits

Seller shall dedicate and convey any and all Resource Adequacy Benefits generated by, associated with or attributable to the Project during the Term, to Buyer and Buyer shall be given sole title to all such Resource Adequacy Benefits and be entitled to use all such Resource Adequacy Benefits in its sole discretion.

3.5 Delivery Rate

Seller shall, subject to the other terms of this Confirmation, deliver the Product to Buyer, from the Confirmation Effective Date until such time as the Product has been delivered in full, at a rate not less than the rate at which electric energy is generated by the Project.

3.6 Further Assurances

Seller shall take all reasonable actions, including, but not limited to, amending this Confirmation, to ensure that the California RPS-Eligible Electric Energy associated with the Green Attributes provided for hereunder qualifies as "delivered" energy into California within the meaning of the RPS; provided that such action does not result in a change in the original allocation of the economic benefits and burdens to Seller under this Confirmation as of the Confirmation Effective Date.

**ARTICLE 4
CPUC FILING AND APPROVAL**

Within forty-five (45) days after the execution date of this Confirmation, Buyer shall file with the CPUC the appropriate request for CPUC Approval. Buyer shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. Seller shall use commercially reasonable efforts to support Buyer in obtaining CPUC Approval. Buyer has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.

**ARTICLE 5
COMPENSATION**

Calculation Period: Each calendar month during the Delivery Period that Product is transferred pursuant to Article 3 of this Confirmation.

Monthly Cash

Settlement Amount: Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period.
The Monthly Cash Settlement Amount for a particular Calculation Period shall be equal to the sum of the following:

(a) the sum, over all hours of the month, of the applicable Index price for each hour, multiplied by the quantity of California RPS-Eligible Electric Energy scheduled, delivered and received by Buyer pursuant to Section 3.1 during that hour ; *plus*

(b) the Above Index Component multiplied by the quantity of Green Attributes (in MWhs) delivered to Buyer (or credited to Buyer's WREGIS account) pursuant to Section 3.2 during the Calculation Period.

Payment Date: Notwithstanding anything to the contrary in Article Six of the Master Agreement, payment of each Monthly Cash Settlement Amount by Buyer to Seller shall be due and payable on or before the later of the twentieth (20th) day of the month in which the Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains, or within ten (10) Business Days, or, if such day is not a Business Day, then on the next Business Day, following receipt of an invoice issued by Seller for the applicable Calculation Period. The invoice shall include a statement detailing the portion of Product transferred to Buyer during the applicable Calculation Period.

Buyer is not obligated to pay for any Green Attributes that have not been properly transferred to Buyer's WREGIS account.

Invoices to Buyer will be sent by hard copy and PDF format to:

Southern California Edison Company
Attn: [REDACTED]/Renewable Alternative Power Contract Manager
GO1, Quad 4D, [REDACTED]
P.O. Box 800
Rosemead, CA 91770
Email: [REDACTED]@sce.com
Email 2: PPFDPowerSettle@sce.com

For purposes of this Confirmation, Buyer shall be deemed to have received an invoice upon the receipt of either the hard copy or PDF format of the invoice, whichever comes first.

Payment to Seller shall be made by electronic funds transfer pursuant to the following:

[name of bank]
[address]
[Tax ID #]
[ABA #]
[Account #]

**ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS**

6.1 Seller's Representation, Warranties, and Covenants Related to Green Attributes

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.

~~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.~~

"Commercially reasonable efforts" shall not require Seller to incur out-of-pocket expenses in excess of [amount] in the aggregate in any one calendar year between the Effective Date and the last day of the Term.

~~Seller warrants that all necessary steps to allow the renewable energy credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.~~

In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Delivery Period, that:

- ~~(a) — all necessary steps have been taken to allow the Green Attributes associated with the Product either to be (i) tracked in Seller's WREGIS account and transferred to Buyer; or (ii) credited to Buyer's WREGIS account.~~
- (a) ~~(b)~~ Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;
- (b) ~~(c)~~ Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
- (c) ~~(d)~~ at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
- (d) ~~(e)~~ Seller shall not substitute or purchase any Capacity, California RPS-Eligible Electric Energy, Green Attributes, [Resource Adequacy Benefits] from any other generating resource or the market for delivery hereunder; and
- (e) ~~(f)~~ following certification of the facility(s) in the Project by the CEC as an RPS-eligible resource, the facility(s) in the Project and all electrical output from the facility(s) in the Project are registered with WREGIS as California RPS-eligible.

6.2 Seller's Representation, Warranties, and Covenants Related to the Project

Seller warrants, represents and covenants that:

- (a) Seller shall, or shall cause the owner of the Project to, inspect, maintain, and repair the Project in accordance with applicable industry standards, the Project's permit requirements, and Accepted Electrical Practices; and
- (b) Seller shall abide, or shall cause the owner of the Project to abide, by all applicable laws in operating the Project.

6.3 [If Project is in California] Seller's Representation, Warranties, and Covenants Related to Resource Adequacy Benefits

- (a) Seller shall comply with, or cause the owner of the Project to comply with, all Applicable Laws relating to resource adequacy and local area reliability, and Seller will provide, or cause the owner of the Project to provide, requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering Resource Adequacy Benefits under Applicable Laws, to certify or qualify the Contract Quantity for resource adequacy and local area reliability purposes.
- (b) Seller represents and warrants that no portion of the Product has been committed to any third party in order to satisfy resource adequacy or analogous obligations in CAISO or non-CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Project's owner or operator;
- (c) No portion of the Project has been committed by Seller in order to satisfy resource adequacy or analogous obligations in any non-CAISO market; and
- (d) Each Project is connected to the CAISO Grid, is within the CAISO Control Area, and is under the control of CAISO.

**ARTICLE 7
ADDITIONAL EVENTS OF DEFAULT**

It shall be an Event of Default as to Seller under Section 5.1(c) of the Master Agreement [Hif](#):

- (a) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, or any benefits derived therefrom, to any party other than SCE or CAISO;
- (b) Any energy required to be delivered to Buyer under this Confirmation is determined to have originated from a non-ERR resource; or
- (c) Seller or the Project owner fails to maintain CEC Certification or LORS Certification, as applicable, for the Project from the CEC; or
- (d) The Project fails to begin operation within six (6) months of the Confirmation Effective Date.

**ARTICLE 8
TERMINATION**

Notwithstanding anything to the contrary in the Master Agreement, the Parties shall determine the Settlement Amount for this Transaction in accordance with Section 5.2 of the Master Agreement. Furthermore, with respect to this Transaction only, the following language is to be added at the end of Section 5.2:

"If Buyer is the Non-Defaulting party and Buyer reasonably expects to incur penalties or fines from the CPUC, the CAISO or any other governmental entity for failure to meet RPS requirements due to Seller's Event of Default, then Buyer may, in good faith, estimate the amount of those penalties or fines and include this estimate in its determination of the Settlement Amount, subject to accounting to Seller when those penalties or fines are finally ascertained. The rights and obligations with respect to determining and paying any Settlement Amount or Termination Payment and any dispute resolution with respect thereto, shall survive termination of this Transaction and shall continue until after those penalties or fines are finally ascertained."

ARTICLE 9 GENERAL PROVISIONS

9.1 Buyer Audit Rights

In addition to any audit rights provided under the EEI Agreement, Seller shall, along with the initial invoice for any calendar year during the Term and at other times as may be requested by Buyer, provide documentation, such as meter data as recorded by a meter approved by the Project's governing balancing authority, sufficient to demonstrate that the Product has been conveyed and delivered, subject to the terms of this Confirmation, to Buyer.

Seller shall, at its own cost and expense, instruct WREGIS to provide Buyer with a WREGIS-produced report of the generation activity from the Project following each month that the Project generates energy that is being used to complete the delivery of the Product. Such information shall be limited to the amount of electric energy generated by the Project during the Term, and shall not include any information or reference to the transfer of WREGIS Certificates from Seller's account to any other entity.

9.2 Rights and Remedies Related to Exclusivity

Notwithstanding Article Four and Article Seven of the EEI Agreement, Seller acknowledges and agrees that irreparable damage would occur in the event of any breach by Seller of its obligations under Section 3.1, 3.2, 3.3, or 3.4 of this Confirmation and that money damages may not be a sufficient remedy for any such breach, and that Buyer shall be entitled, without the requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy in any court of competent jurisdiction notwithstanding the obligation to submit all other disputes (including claims for monetary damages under this Confirmation) to dispute resolution pursuant to Section 10.6 of the EEI Agreement.

Such a request for provisional relief does not waive Buyer's right to seek other remedies for any breach of its obligation to convey the Product and associated Green Attributes exclusively to Buyer in accordance with this Confirmation, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in the Agreement, or if the Agreement does not specify a remedy for the breach, all other remedies available at law or equity to the Parties for the breach.

9.3 Forecasted Generation

Five (5) Business Days before the first (1st) of each November during the Delivery Period, Seller shall provide to Buyer the estimated electric generation from the Project forecast for that November and the following month, December. Six (6) Business Days before the first (1st) of each December during the Delivery Period, Seller shall provide Buyer with an updated estimate of generation from the Project forecast for that December. Such estimates shall be of the same type of information Seller relies on in its normal course of business.

9.4 [Check if pooled resource] Facility Identification

Within five (5) Business Days after the end of each month during the Delivery Period, Seller shall (a) identify the facility(s) included in the Pooled Facility that the Product was delivered from for that month;

and (b) provide estimates of the quantity of Product that will be provided in the next month and the facility(s) from which it will be provided.

9.5 Governing Law

(a) Notwithstanding any provision to the contrary in the EEI Agreement, the Governing Law applicable to this Confirmation is set forth in Section 9.5(b) below. This Section 9.5 does not change the Governing Law applicable to any other Transaction entered into between the Parties under the EEI Agreement.

(b)

GOVERNING LAW. THIS AGREEMENT 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 AGREEMENT.

9.6 Obligation To Deliver WREGIS Certificates

Notwithstanding anything to the contrary contained in the Master Agreement, in the event Seller declares an Early Termination Date pursuant to Section 5.2 of the Master Agreement, Seller shall not be permitted to suspend performance with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the EEI Agreement, Seller shall not be permitted to suspend performance under Section 5.7 of the Master Agreement with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the EEI Agreement, the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation shall survive the termination of this Confirmation.

9.7 Prevailing Wage.

To the extent applicable, Seller shall comply with the prevailing wage requirements of Public Utilities Code Section 399.14, subdivision (h).

**ARTICLE 10
CREDIT AND COLLATERAL**

10.1 Seller Collateral Requirements

Notwithstanding anything to the contrary contained in the EEI Agreement, Seller shall provide to, and maintain with, Buyer, an Independent Amount as long as Seller or its Guarantor, if any, does not maintain Credit Ratings of at least BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch. The Independent Amount shall be equal to \$ [] [25% of the total notional value of the forecasted ~~Contract~~ Total Quantity, multiplied by the Above Index Component of the Energy Price, for all hours ~~of remaining in the current Calculation Period and all remaining Calculation Periods in~~ the Delivery Period.] The Independent Amount shall be posted with SCE upon the earlier of a) within five (5) Business Days following the Confirmation Effective Date or b) within five (5) Business Days of Seller's or its Guarantor's Credit Ratings falling below BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch.

10.2 Buyer Collateral Requirements

Notwithstanding anything to the contrary contained in the EEI Agreement, Seller's Exposure to Buyer for this Transaction is deemed to be zero dollars (\$0.00).

Notwithstanding anything to the contrary in Section 5.1(g) of the EEI Agreement, no Cross Default Amount shall be applicable to Buyer for this Confirmation.

10.3 Credit Terms

The Parties agree that the credit and collateral provisions of the EEI Agreement shall govern this Transaction except as modified in this Confirmation.

**ARTICLE 11
CONFIDENTIALITY**

Without limiting the provisions of Section 10.6 of the Master Agreement, Buyer agrees that, in connection with the filing of this Confirmation with any regulatory agency, Buyer shall make an appropriate request that all of the terms and conditions of this Confirmation be held in strict confidence and preserved from disclosure to any third party consistent with applicable law; provided that each of Buyer and Seller may disclose the following information:

- (1) Party names;
- (2) Resource;
- (3) Term;
- (4) Project location;
- (5) Capacity of each Project;
- (6) The fact that the Project is on-line and delivering;
- (7) Delivery Point; and
- (8) The quantity of California RPS-eligible electric energy to be delivered under this Confirmation.

ACKNOWLEDGED AND AGREED TO [DATE]:

[SELLER]

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date:

Date:

Document comparison by Workshare Professional on Wednesday, April 07, 2010
3:58:54 PM

Input:	
Document 1 ID	PowerDocs://LAW/1692638/1
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Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	11
Deletions	11
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	22

ATTACHMENT 2-8

Amended 2010 Pro Forma WSPP Confirmation for Firm Product

**WSPP AGREEMENT
CONFIRMATION LETTER
BETWEEN
[NAME OF SELLER]
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

This confirmation letter ("Confirmation") confirms the transaction ("Transaction") between [Seller's full name] ("Seller") and Southern California Edison Company ("Buyer"), each individually a "Party" and together the "Parties", effective as of [Date] (the "Confirmation Effective Date"). This Transaction is governed by the WSPP Agreement to which Seller and Buyer are Parties, effective as of February 1, 2009 along with any amendments and annexes that existed on May 6, 2009, thereto (the "Master Agreement"). The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement." Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement or in the RPS (as defined below). If any term in this Confirmation conflicts with the Tariff or Master Agreement, the definitions set forth in this Confirmation shall supersede.

**ARTICLE 1
COMMERCIAL TERMS**

1.1 Product Information

Seller: [Seller's Full Name]		Buyer: SOUTHERN CALIFORNIA EDISON COMPANY
Trading:	<u>Seller</u> Day Ahead: [] Real Time: []	<u>Buyer</u> Day Ahead: 626-307-4487 / 626-307-4430 Real Time: 626-307-4453 / 626-307-4416
Scheduling:	<u>Seller</u> Day Ahead: [] Real Time: []	<u>Buyer</u> Day Ahead: 626-307-4425 / 626-307-4413 Real Time: 626-307-4405 / 626-307-4416
Product:	<input type="checkbox"/> If Project is located in California: <p style="text-align: center;">All Capacity Attributes, Available California RPS-Eligible Electric Energy, Green Attributes, and Resource Adequacy Benefits associated with the Contract Quantity.</p> <input type="checkbox"/> If Project is located outside California: <p style="text-align: center;">All Capacity Attributes, Available California RPS-Eligible Electric Energy and Green Attributes associated with the Contract Quantity.</p> <p>During the Delivery Period, Seller shall deliver and sell, and SCE shall purchase and receive, this Product, subject to the terms and conditions of this Confirmation. Seller represents and warrants that it will deliver the Product to SCE free and clear of all liens, security interests, claims and encumbrances. Seller shall not substitute or purchase any Capacity Attributes, Green Attributes, [Resource Adequacy Benefits] from any generating resource other than the Project or from the market for delivery hereunder.</p>	
Project:	All Product sold hereunder shall be from the facility or facilities listed below (collectively, the	

	<p>“Project”):</p> <p><input type="checkbox"/> [If the Project is existing and located in California]: [Name of Project][Project Description: address, CEC # etc.];</p> <p><input type="checkbox"/> [If the Project is not existing and will be located in California]: [Name of Project][Project Description: address, CEC # etc., expected on-line date];</p> <p><input type="checkbox"/> [If the Project is existing and located outside of California]: [Name of Project][Project Description: address,];</p> <p>Seller shall use commercially reasonable efforts to obtain LORS Certification for the Project from the CEC.</p> <p><input type="checkbox"/> [If the Project is not existing and will be located outside of California]: [Name of Project][Project Description: address, expected on-line date];</p> <p>Seller shall use commercially reasonable efforts to obtain CEC Certification for the Project.</p> <p><input type="checkbox"/> Check if Pooled Facilities:</p> <p>For Pooled Facilities: All Product sold hereunder shall be from one or more of the [type of generation] facilities listed below: (all, the “Pooled Facilities”).</p> <p>The Parties acknowledge and agree that the Project consists of the Pooled Facilities and Seller is permitted to utilize the Pooled Facilities in order to satisfy its obligations hereunder.</p> <p>The Parties further acknowledge and agree that, with respect to Section 3.1(a) of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by the Pooled Facilities used to satisfy the Contract Quantity, and that Buyer is not entitled to any additional Product produced by the Pooled Facilities in the Project above and beyond the Contract Quantity.</p> <p>For Projects outside California: “Project” shall include, and be limited to, the facilities listed above that have received LORS Certification.</p>
Resource:	[Type of Resource]
Contract Capacity	[] MW
Contract Quantity:	<p>“Total Quantity” shall be equal to the product of (i) and (ii):</p> <p>(i) Check one:</p> <ul style="list-style-type: none"> <input type="checkbox"/> all hours during the Delivery Period <input type="checkbox"/> all On-Peak hours during the Delivery Period <input type="checkbox"/> all Off-Peak hours during the Delivery Period <p>(ii) Contract Capacity.</p>

Contract Price:	<p>[Year]: Index plus Above Index Component of \$ []</p> <p>[As needed] [Year]: Index plus Above Index Component of \$[]/MWh</p>
Term:	<p>The Term of this Transaction shall commence upon the Confirmation Effective Date and shall end [XX months] after the Delivery Period Commencement Date, unless terminated earlier due to failure to satisfy the Conditions Subsequent or as otherwise provided in the Agreement.</p>
Delivery Period or Delivery Term:	<p>The Delivery Period or Delivery Term of this Transaction shall commence upon:</p> <p><input type="checkbox"/> Check if project in existence [Date]</p> <p><input type="checkbox"/> Check if project not in existence The Firm Operation Date. ([Date] or Firm Operation Date, as applicable, the “Delivery Period Commencement Date.”)</p> <p>The Delivery Period or Delivery Term of this Transaction shall end [XX months] after the Delivery Period Commencement Date.</p>
Firm Delivery Obligation:	<p>The obligation to provide the Contract Quantity is a firm obligation in that Seller shall deliver the Contract Quantity from the Project consistent with the terms of this Confirmation without excuse other than an Uncontrollable Force. If a failure by Seller to deliver the Contract Quantity from the Project is not excused by Uncontrollable Force, Section 22.2 of the Master Agreement shall apply.</p> <p><input type="checkbox"/> [If the Project is located in California]: Seller shall convey title to and risk of loss of all CAISO Energy to Buyer at the Delivery Point.</p> <p><input type="checkbox"/> [If the Project is located outside California]: During the Delivery Period, Seller shall generate, transmit and integrate generation from the Project into the electrical system interconnected to and used by the Project on an hourly basis to be delivered to Buyer as WSPP Schedule C energy.</p>
Conditions Subsequent:	<p>This Confirmation may be terminated unless each of the Conditions Subsequent set forth below are satisfied in accordance with this section:</p> <p>(a) Buyer shall have obtained or waived CPUC Approval of this Agreement;</p> <p>(b) Certification of the Project by the California Energy Commission (“CEC”) as an RPS-eligible resource, or obtainment of LORS Certification of the Project from the CEC, as applicable.</p> <p>Both Parties shall take all reasonable action to satisfy all of the conditions identified above.</p> <p>Either Party may terminate this Confirmation on notice if (i) the CPUC fails to issue a final and non-appealable order granting CPUC Approval on or before [date].; or (ii) Buyer has not obtained or waived CPUC Approval by [date] and notice of such termination is given within</p>

	<p>fifteen (15) days of [REDACTED]</p> <p>Buyer may terminate this Confirmation on notice if (i) the Project has not been certified by the CEC as an RPS-eligible resource by [REDACTED]; or (ii) if Seller fails to obtain LORS Certification for the Project from the CEC by the Delivery Period Commencement Date.</p> <p>Any termination made by a Party under this section shall be without liability or obligation to the other Party except for payment of any CAISO Energy (if the Project is located in California) or WSPP Schedule C Energy (if the Project is located outside of California) already delivered and received before notice of such termination and reimbursement by the terminating Party of any CAISO charges paid by the other Party which charges are the responsibility of the terminating Party. Any such termination shall be deemed to be a termination of this Confirmation <i>ab initio</i>.</p>
Delivery Point:	[REDACTED]
Scheduling Obligations:	<p>For each day in the Delivery Period:</p> <p>Seller shall schedule CAISO Energy (if the Project is located in California) or WSPP Schedule C Energy (if the Project is located outside of California) as firm energy into the CAISO grid or [REDACTED] in accordance with the CAISO Tariff or applicable rules of the Transmission Provider; and</p> <p>[if applicable] NERC E-Tags will comply with the delivery requirements as specified by the CEC.</p>
Scheduling Period:	<p>In accordance with this Confirmation, Seller shall schedule and deliver to Buyer the WSPP Schedule C energy or CAISO Energy, as applicable over the [applicable hours in Contract Quantity] in all days of all months during the Delivery Period.</p>

ARTICLE 2 DEFINITIONS

"Accepted Electrical Practices" means (a) those practices, methods, applicable codes, and acts engaged in or approved by a significant portion of the electric power industry during the relevant time period, or (b) in the absence of such practices, methods, applicable codes, and acts, any of the practices, methods, and acts which, in exercise of reasonable judgment in light of the facts known at the time a decision is made, could have been expected to accomplish a desired result at reasonable cost consistent with good business practices, reliability, safety, and expedition. Acceptable Electrical Practices are not intended to be limited to the optimum practices, methods, or acts to the exclusion of other, but rather refers to a spectrum of practices, methods, and acts generally accepted, or approved by a significant portion of the electric power industry in the relevant region, during the relevant time period, as described in the immediately preceding sentence.

"Buyer" means "Purchaser."

"CAISO" means the California Independent System Operator.

"California RPS-Eligible Electric Energy" means electric energy from an Eligible Renewable Energy Resource, as such term is defined in Public Utilities Code Section 399.12 or Section 399.16.

"Capacity Attributes" means any and all current or future defined characteristics, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Project or any unit of generating capacity of the Project during the Term.

"Control Area" means the electric power system (or combination of electric power systems) under the operational control of the CAISO or any other electric power system under the operational control of another organization vested with authority comparable to that of the CAISO.

"CPUC" means the California Public Utilities Commission or its regulatory successor.

"CPUC Approval" means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer's administration of the Agreement; and

(b) finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law. *{SCE Comment – non-REC contracts.}*

(b) Finds that any procurement pursuant to this Agreement is procurement of renewable energy credits that 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, for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

{SCE Comment: REC-only contracts.}

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

Notwithstanding the foregoing, if a Tier 2 advice letter process is used to obtain CPUC Approval of this Agreement, CPUC Approval will also be deemed to have occurred on the date that a CPUC Energy Division disposition which contains such findings or deems approved an advice letter requesting such findings becomes final and non-appealable.

"Delivery Term" means "Delivery Period".

"Firm Operation Date" means the earlier of (i) six (6) months after the first full day that the Project is synchronized with the electrical system to which it is interconnected; or (ii) six (6) months after the Confirmation Effective Date.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by

trapping heat in the atmosphere;¹ (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"Delivery Term" means Delivery Period.

"HE" means "hour ending."

"Index" means, (a) for projects located in California, for each Scheduling Period, the CAISO EZ Gen Hub price for the energy delivered during that Scheduling Period; and (b) for projects located outside of California, for each Scheduling Period, the average (rounded to the nearest hundredth place), of the day-ahead index price as published by the Intercontinental Exchange, Inc. ("ICE") for the [REDACTED] Hub on its website currently located at <<https://www.theice.com/>>, or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties, weighted for the quantity of energy that is delivered under this confirmation for each Scheduling Period.

[If the Generating Facility is located outside of California]"LORS Certification" means certification by the CEC of an electric generation facility not located within the state of California that such facility meets California's environmental quality laws, ordinances, regulations, and standards as set forth in the CEC's RPS Eligibility Guidebook.

"Off-Peak" means 6x8 (Monday through Saturday, HE 0100 - HE 0600 PPT and HE 2300 - HE 2400 PPT, excluding NERC holidays); and Sunday and NERC holidays (HE 0100 - HE 2400 PPT).

"On-Peak" means 6x16 (Monday through Saturday, HE 0700 - HE 2200 PPT, excluding NERC holidays).

"Resource Adequacy Benefits" means the rights and privileges attached to the Project that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Project.

"RPS" means the California Renewables Portfolio Standard Program as codified at California Public Utilities Code Section 399.11 *et seq.*, and any decisions by the CPUC related thereto.

"Transmission Provider" means any entity or entities responsible for the interconnection of the Project with a Control Area or transmitting the California RPS-Eligible Electric Energy on behalf of Seller from the Project to the Delivery Point.

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Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

"WECC Business Practices" means the approved business practices of the Western Electric Coordinating Council.

"WECC ISAS" means the Western Electric Coordinating Council's Interchange Scheduling and Accounting Subcommittee.

"WREGIS" means the Western Region Electricity Generation Information System or other process recognized under applicable laws for the registration, transfer or ownership of Green Attributes.

"WREGIS Certificate" means "Certificate" as defined by WREGIS in the WREGIS Operating Rules.

"WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS.

ARTICLE 3 CONVEYANCE OF RENEWABLE ENERGY

3.1 Seller's Conveyance Of Electric Energy

Throughout all applicable months of the Delivery Period, Seller shall deliver and sell, and SCE shall purchase and receive, the electric energy associated with the Product, subject to the terms and conditions of this Confirmation. SCE will not be obligated to purchase from Seller any California RPS-Eligible Electric Energy that is not or cannot be delivered as a result of Uncontrollable Force.

3.2 Seller's Conveyance Of Capacity Attributes

Throughout the Delivery Period, Seller shall convey and sell, and SCE shall purchase and receive, the Capacity Attributes associated with the Product, subject to the terms and conditions of this Confirmation.

3.3 Seller's Conveyance Of Green Attributes

(a) Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

The Green Attributes are delivered and conveyed upon completion of all actions described in Section 3.3(b)(i)(2) or 3.3(b)(ii), as applicable.

(b) **Check One:**

i. **Green Attributes initially credited to Seller's WREGIS account.**

(A) During the Term, Seller, at its own cost and expense, shall maintain its registration with WREGIS and shall use best efforts to ensure that all Green Attributes transferred to Buyer under this Confirmation count towards Buyer's RPS requirements. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.

(B) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the electric energy delivered in Section 3.1 within five (5) Business Days after the end of the month in which the WREGIS Certificates for the Green Attributes are created by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes to Buyer into Buyer's

WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer provided that Seller shall not transfer any Green Attributes or WREGIS Certificates to Buyer before CPUC Approval is obtained or waived, and Buyer shall not be required to pay subsection (b) of the Monthly Cash Settlement Amount for any Green Attributes transferred before CPUC Approval is obtained or waived.

ii. **Green Attributes credited directly to Buyer's WREGIS account**

(A) During the Term, Buyer, at its own cost and expense, shall register, and maintain registration of the Project, with WREGIS. Seller and Buyer shall use best efforts to ensure that all WREGIS Certificates for the Project are credited to Buyer's WREGIS account, including completing applicable assignment forms provided by WREGIS. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes hereunder shall be designated California RPS-compliant with WREGIS.

3.4 [For California Projects only] Resource Adequacy Benefits

Seller shall dedicate and convey any and all Resource Adequacy Benefits generated by, associated with or attributable to the Project during the Term, to Buyer and Buyer shall be given sole title to all such Resource Adequacy Benefits and be entitled to use all such Resource Adequacy Benefits in its sole discretion.

3.5 Further Assurances

Seller shall take all reasonable actions, including, but not limited to, amending this Confirmation, to ensure that the energy associated with the Green Attributes provided for hereunder qualifies as "delivered" energy into California within the meaning of the RPS; provided that such action does not result in a change in the original allocation of the economic benefits and burdens to Seller under this Confirmation as of the Confirmation Effective Date.

**ARTICLE 4
CPUC FILING AND APPROVAL**

Within forty-five (45) days after the execution date of this Confirmation, Buyer shall file with the CPUC the appropriate request for CPUC Approval. Buyer shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. Seller shall use commercially reasonable efforts to support Buyer in obtaining CPUC Approval. Buyer has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.

**ARTICLE 5
COMPENSATION**

Calculation Period: Each calendar month during the Delivery Period.

Monthly Cash Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period. The Monthly Cash Settlement Amount for a particular Calculation Period shall be equal to the sum of the following:

Settlement Amount: (a) the sum, over all hours of the Calculation Period, of the applicable Index price for each hour, multiplied by the quantity of CAISO Energy or WSPP Schedule C Energy, as applicable, scheduled, delivered and received by Buyer pursuant to Section 3.1 during that hour; plus (b) the Above Index Component of the Energy Price $\$[price]$ multiplied by the quantity of Green Attributes (in MWhs) delivered or credited to Buyer's WREGIS account pursuant to Section 3.3 during the applicable Calculation Period.

Payment Date: Notwithstanding any provision to the contrary in Section 9.2 of the Master Agreement, payments of each Monthly Cash Settlement Amount by Buyer to Seller under this Confirmation shall be due and payable on or before the later of the twentieth (20th) day of the month in which the Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains, or within ten (10) Business Days, or, if such day is not a Business Day, then on the next Business Day, following receipt of an invoice issued by Seller for the applicable Calculation Period. The invoice shall include a statement detailing the portion of Product transferred to Buyer during the applicable Calculation Period.

Buyer is not obligated to pay for any Green Attributes that have not been properly transferred to Buyer's WREGIS account.

Invoices to Buyer will be sent by hard copy and PDF format to:

Southern California Edison Company
Attn: [REDACTED]/Renewable Alternative Power Contract Manager
GO1, Quad 4D, [REDACTED]
P.O. Box 800
Rosemead, CA 91770
Email: [REDACTED]@sce.com
Email 2: PPFDPowerSettle@sce.com

For purposes of this Confirmation, Buyer shall be deemed to have received an invoice upon the receipt of either the hard copy or PDF format of the invoice, whichever comes first.

Payment to Seller shall be made by electronic funds transfer pursuant to the following:

[name of bank]
[address]
[Tax ID #]
[ABA #]
[Account #]

ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Seller's Representation, Warranties, and Covenants Related to Green Attributes

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.

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.

“Commercially reasonable efforts” shall not require Seller to incur out-of-pocket expenses in excess of [amount] in the aggregate in any one calendar year between the Confirmation Effective Date and the last day of the Term.

Seller warrants that all necessary steps to allow the renewable energy credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract

In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Delivery Period, that:

- (a) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;
- (b) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
- (c) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
- (d) the electric energy generated with the Green Attributes delivered under this Confirmation was not and will not be separately sold, marketed, reported, or otherwise represented as renewable energy, renewable electricity, clean energy, zero-emission energy, or in any similar manner; and
- (e) following certification of the Project by the CEC as an RPS-eligible resource, the Project and all electrical output from the Project is registered with WREGIS as California RPS-eligible.

6.2 Seller’s Representation, Warranties, and Covenants Related to the Project

Seller warrants, represents and covenants that:

- (a) Seller shall, or shall cause the owner of the Project to, inspect, maintain, and repair the Project in accordance with applicable industry standards, the Project’s permit requirements, and Accepted Electrical Practices; and
- (b) Seller shall, or shall cause the owner of the Project to, abide by all applicable laws in operating the Project.

6.3 [If Project is in California] Seller’s Representation, Warranties, and Covenants Related to Resource Adequacy Benefits

- (a) Seller shall comply with, or cause the owner of the Project to comply with, all Applicable Laws relating to resource adequacy and local area reliability, and Seller will provide, or cause the owner of the Project to provide, requested supporting documentation to the

CAISO, the CPUC, or any other governmental body responsible for administering Resource Adequacy Benefits under Applicable Laws, to certify or qualify the Contract Quantity for resource adequacy and local area reliability purposes;

- (b) Seller represents and warrants that no portion of the Product has been committed to any third party in order to satisfy resource adequacy or analogous obligations in CAISO or non-CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Project's owner or operator;
- (c) No portion of the Project has been committed by Seller in order to satisfy resource adequacy or analogous obligations in any non-CAISO market; and
- (d) Each Project is connected to the CAISO Grid, is within the CAISO Control Area, and is under the control of CAISO.

ARTICLE 7 GENERAL PROVISIONS

7.1 Buyer Audit Rights

In addition to any audit rights that Buyer may have under the Master Agreement, Seller shall, along with the initial invoice sent to Buyer by Seller under this Confirmation for any calendar year during the Term and at other times as may be requested by Buyer, provide documentation, which may include, for example, meter data as recorded by a meter approved by the Project's governing balancing authority, sufficient to demonstrate that the Product has been conveyed and delivered, subject to the terms of this Confirmation, to Buyer.

Seller shall, at its own cost and expense, instruct WREGIS to provide Buyer with a WREGIS-produced report of the generation activity from the Project following each month that the Project generates energy that is being used to complete the delivery of the Product. Such information shall be limited to the amount of electric energy generated by the Project during the Term, and shall not include any information or reference to the transfer of WREGIS Certificates from Seller's account to any other entity.

7.2 Rights and Remedies Related to Exclusivity

Notwithstanding anything to the contrary in the Master Agreement, including Sections 22.2 and 22.3, Seller acknowledges and agrees that irreparable damage would occur in the event of any breach by Buyer of its obligations under Sections 3.1, 3.2, 3.3, and 3.4 of this Confirmation and that money damages may not be a sufficient remedy for any such breach, and that Buyer shall be entitled, without the requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy in any court of competent jurisdiction notwithstanding the obligation to submit all other disputes (including claims for monetary damages under this Confirmation) to dispute resolution pursuant to Section 34 of the Master Agreement.

Such a request for provisional relief does not waive Buyer's right to seek other remedies for any breach of its obligation to convey the Product and associated Green Attributes exclusively to Buyer in accordance with this Confirmation, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in the Agreement, or if the Agreement does not specify a remedy for the breach, all other remedies available at law or equity to the Parties for the breach.

7.3 Forecasted Generation

Five (5) Business Days before the first (1st) of each November during the Delivery Period, Seller shall provide to Buyer the estimated electric generation from the Project forecast for that November and the following month, December. Six (6) Business Days before the first (1st) of each December during the Delivery Period, Seller shall provide Buyer with an updated estimate of generation from the Project

forecast for that December. Such estimates shall be of the same type of information Seller relies on in its normal course of business.

The Parties acknowledge and agree that any such estimate or forecast provided under this Section 7.3 is for informational purposes only and does not obligate or commit Seller to provide or deliver such estimated or forecasted energy to Buyer.

7.4 [if Project consists of Pooled Facilities] Facility Identification

Within five (5) Business Days after the end of each month during the Delivery Period, Seller shall (a) identify the facility(s) from the Pooled Facility that the Product was delivered from for that month; (b) provide estimates of the quantity of Product that will be provided in the next month and the facility(s) from which it will be provided.

7.5 Prevailing Wage

To the extent applicable, Seller shall comply with the prevailing wage requirements of Public Utilities code Section 339.14, subdivision (h).

7.6 Obligation To Deliver WREGIS Certificates

Notwithstanding anything to the contrary contained in the Master Agreement, if Seller terminates all transaction under Section 22.2 of the Master Agreement, Seller shall not be permitted to suspend performance with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the Master Agreement, Seller shall not be permitted to suspend performance under Section 22.2 the Master Agreement with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the Master Agreement, the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation shall survive the termination of this Transaction.

**ARTICLE 8
GOVERNING LAW**

Section 8.1 Applicability to Transactions Under this Confirmation

Notwithstanding Article 24 of the Master Agreement, for the purposes of the Transaction memorialized in this Confirmation, the provision set forth below will apply. This provision does not change the Governing Law applicable to any other Transaction entered into between the Parties under the Master Agreement.

Section 8.2 Governing Law

GOVERNING LAW. THIS AGREEMENT 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 AGREEMENT.

**ARTICLE 9
CREDIT AND COLLATERAL**

9.1 General Provisions

Both Parties agree that Section 27 of the Master Agreement shall not apply to this Confirmation. All implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.

9.2 Seller Collateral Requirements

Notwithstanding anything to the contrary contained in the Master Agreement, Seller shall provide to, and maintain with, Buyer, collateral, in the form of a cash deposit or Letter of Credit acceptable to SCE, as long as Seller or its Guarantor, if any, does not maintain Credit Ratings of at least BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch. The collateral amount shall be equal to \$ [REDACTED] [25% of the total notional value of the forecasted Contract Quantity, multiplied by the Above Index Component of the Energy Price , for all hours remaining in the current Calculation Period and all remaining Calculation Periods in the Delivery Period. The collateral shall be posted with SCE upon the earlier of a) within five (5) Business Days following the Confirmation Effective Date or b) within five (5) Business Days of Seller's or its Guarantor's Credit Ratings falling below BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch.

**ARTICLE 10
CONFIDENTIALITY**

Without limiting the provisions of Section 30 of the Master Agreement, Buyer agrees that, in connection with the filing of this Confirmation with any regulatory agency, Buyer shall make an appropriate request that all of the terms and conditions of this Confirmation be held in strict confidence and preserved from disclosure to any third party consistent with applicable law; provided that each of Buyer and Seller may disclose the following information:

- (1) Party names;
- (2) Resource;
- (3) Term;
- (4) Project location;
- (5) Capacity of each Project;
- (6) The fact that the Project is on-line and delivering;
- (7) Delivery Point; and
- (8) The quantity of California RPS-eligible electric energy to be delivered under this Confirmation.

**ARTICLE ELEVEN
TERMINATION**

Notwithstanding anything to the contrary in the Master Agreement, the Parties shall determine the Termination Payment for this Transaction in accordance with Sections 22.2 and 22.3 of the Master Agreement. Furthermore, with respect to this Transaction only, the following language is to be added at the end of Section 22.3:

“If Buyer is the Non-Defaulting party and Buyer reasonably expects to incur penalties or fines from the CPUC, the CAISO or any other governmental entity for failure to meet RPS requirements due to Seller’s Event of Default, then Buyer may, in good faith, estimate the amount of those penalties or fines and include this estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties or fines are finally ascertained. The rights and obligations with respect to determining and paying any Termination Payment and any dispute resolution with respect thereto, shall survive termination of this Transaction and shall continue until after those penalties or fines are finally ascertained.”

ARTICLE TWELVE

ADDITIONAL EVENTS OF DEFAULT

It shall constitute an Event of Default as to Seller under Section 22.1 of the Master Agreement if:

- (a) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, or any benefits derived therefrom, to any party other than SCE or CAISO;
- (b) Any electric energy provided by Seller under this Confirmation is determined to have originated from a non-ERR resource;
- (c) Seller or the Project owner fails to maintain CEC Certification or LORS Certification, as applicable, for the Project from the CEC; or
- (d) The Project fails to begin operation within six (6) months of the Confirmation Effective Date.

ACKNOWLEDGED AND AGREED TO [DATE]:

[SELLER]

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: **[DATE]**

Date: **[DATE]**

ATTACHMENT 2-8

Amended 2010 Pro Forma WSPP Confirmation for Firm Product Redline Version

**WSPP AGREEMENT
CONFIRMATION LETTER
BETWEEN
[NAME OF SELLER]
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

This confirmation letter ("Confirmation") confirms the transaction ("Transaction") between [Seller's full name] ("Seller") and Southern California Edison Company ("Buyer"), each individually a "Party" and together the "Parties", effective as of [Date] (the "Confirmation Effective Date"). This Transaction is governed by the WSPP Agreement to which Seller and Buyer are Parties, effective as of February 1, 2009 along with any amendments and annexes that existed on May 6, 2009, thereto (the "Master Agreement"). The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement." Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement or in the RPS (as defined below). If any term in this Confirmation conflicts with the Tariff or Master Agreement, the definitions set forth in this Confirmation shall supersede.

**ARTICLE 1
COMMERCIAL TERMS**

1.1 Product Information

Seller: [Seller's Full Name]		Buyer: SOUTHERN CALIFORNIA EDISON COMPANY
Trading:	<u>Seller</u> Day Ahead: [] Real Time: []	<u>Buyer</u> Day Ahead: 626-307-4487 / 626-307-4430 Real Time: 626-307-4453 / 626-307-4416
Scheduling:	<u>Seller</u> Day Ahead: [] Real Time: []	<u>Buyer</u> Day Ahead: 626-307-4425 / 626-307-4413 Real Time: 626-307-4405 / 626-307-4416
Product:	<input type="checkbox"/> If Project is located in California: <p style="text-align: center;">All Capacity Attributes, Available California RPS-Eligible Electric Energy, Green Attributes, and Resource Adequacy Benefits associated with the Contract Quantity.</p> <input type="checkbox"/> If Project is located outside California: <p style="text-align: center;">All Capacity Attributes, Available California RPS-Eligible Electric Energy and Green Attributes associated with the Contract Quantity.</p> <p>During the Delivery Period, Seller shall deliver and sell, and SCE shall purchase and receive, this Product, subject to the terms and conditions of this Confirmation. Seller represents and warrants that it will deliver the Product to SCE free and clear of all liens, security interests, claims and encumbrances. Seller shall not substitute or purchase any Capacity Attributes, Green Attributes, [Resource Adequacy Benefits] from any generating resource other than the Project or from the market for delivery hereunder.</p>	
Project:	All Product sold hereunder shall be from the facility or facilities listed below (collectively, the "Project"):	

	<p><input type="checkbox"/> [If the Project is existing and located in California]: [Name of Project][Project Description: address, CEC # etc.];</p> <p><input type="checkbox"/> [If the Project is not existing and will be located in California]: [Name of Project][Project Description: address, CEC # etc., expected on-line date];</p> <p><input type="checkbox"/> [If the Project is existing and located outside of California]: [Name of Project][Project Description: address,];</p> <p>Seller shall use commercially reasonable efforts to obtain LORS Certification for the Project from the CEC.</p> <p><input type="checkbox"/> [If the Project is not existing and will be located outside of California]: [Name of Project][Project Description: address, expected on-line date];</p> <p>Seller shall use commercially reasonable efforts to obtain CEC Certification for the Project.</p> <p><input type="checkbox"/> Check if Pooled Facilities: For Pooled Facilities: All Product sold hereunder shall be from one or more of the <i>[type of generation]</i> facilities listed below: (all, the “Pooled Facilities”). The Parties acknowledge and agree that the Project consists of the Pooled Facilities and Seller is permitted to utilize the Pooled Facilities in order to satisfy its obligations hereunder. The Parties further acknowledge and agree that, with respect to Section 3.1(a) of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by the Pooled Facilities used to satisfy the Contract Quantity, and that Buyer is not entitled to any additional Product produced by the Pooled Facilities in the Project above and beyond the Contract Quantity. For Projects outside California: “Project” shall include, and be limited to, the facilities listed above that have received LORS Certification.</p>
Resource:	<i>[Type of Resource]</i>
Contract Capacity	<input type="checkbox"/> MW
Contract Quantity:	<p>“Total Quantity” shall be equal to the product of (i) and (ii):</p> <p>(i) Check one:</p> <ul style="list-style-type: none"> <input type="checkbox"/> all hours during the Delivery Period <input type="checkbox"/> all On-Peak hours during the Delivery Period <input type="checkbox"/> all Off-Peak hours during the Delivery Period <p>(ii) Contract Capacity.</p>

Contract Price:	<p>[Year]: Index plus Above Index Component of \$ []</p> <p>[As needed] [Year]: Index plus Above Index Component of \$[]/MWh</p>
Term:	<p>The Term of this Transaction shall commence upon the Confirmation Effective Date and shall end [XX months] after the Delivery Period Commencement Date, unless terminated earlier due to failure to satisfy the Conditions Subsequent or as otherwise provided in the Agreement.</p>
Delivery Period or Delivery Term:	<p>The Delivery Period or Delivery Term of this Transaction shall commence upon:</p> <p><input type="checkbox"/> Check if project in existence [Date]</p> <p><input type="checkbox"/> Check if project not in existence The Firm Operation Date. ([Date] or Firm Operation Date, as applicable, the “Delivery Period Commencement Date.”)</p> <p>The Delivery Period or Delivery Term of this Transaction shall end [XX months] after the Delivery Period Commencement Date.</p>
Firm Delivery Obligation:	<p>The obligation to provide the Contract Quantity is a firm obligation in that Seller shall deliver the Contract Quantity from the Project consistent with the terms of this Confirmation without excuse other than an Uncontrollable Force. If a failure by Seller to deliver the Contract Quantity from the Project is not excused by Uncontrollable Force, Section 22.2 of the Master Agreement shall apply.</p> <p><input type="checkbox"/> [If the Project is located in California]: Seller shall convey title to and risk of loss of all CAISO Energy to Buyer at the Delivery Point.</p> <p><input type="checkbox"/> [If the Project is located outside California]: During the Delivery Period, Seller shall generate, transmit and integrate generation from the Project into the electrical system interconnected to and used by the Project on an hourly basis to be delivered to Buyer as WSPP Schedule C energy.</p>
Conditions Subsequent:	<p>This Confirmation may be terminated unless each of the Conditions Subsequent set forth below are satisfied in accordance with this section:</p> <p>(a) Buyer shall have obtained or waived CPUC Approval of this Agreement;</p> <p>(b) Certification of the Project by the California Energy Commission (“CEC”) as an RPS-eligible resource, or obtainment of LORS Certification of the Project from the CEC, as applicable.</p> <p>Both Parties shall take all reasonable action to satisfy all of the conditions identified above.</p> <p>Either Party may terminate this Confirmation on notice if (i) the CPUC fails to issue a final and non-appealable order granting CPUC Approval on or before [date].; or (ii) Buyer has not obtained or waived CPUC Approval by [date] and notice of such termination is given within</p>

	<p>fifteen (15) days of [REDACTED]</p> <p>Buyer may terminate this Confirmation on notice if (i) the Project has not been certified by the CEC as an RPS-eligible resource by [REDACTED]; or (ii) if Seller fails to obtain LORS Certification for the Project from the CEC by the Delivery Period Commencement Date.</p> <p>Any termination made by a Party under this section shall be without liability or obligation to the other Party except for payment of any CAISO Energy (if the Project is located in California) or WSPP Schedule C Energy (if the Project is located outside of California) already delivered and received before notice of such termination and reimbursement by the terminating Party of any CAISO charges paid by the other Party which charges are the responsibility of the terminating Party. Any such termination shall be deemed to be a termination of this Confirmation <i>ab initio</i>.</p>
Delivery Point:	[REDACTED]
Scheduling Obligations:	<p>For each day in the Delivery Period:</p> <p>Seller shall schedule CAISO Energy (if the Project is located in California) or WSPP Schedule C Energy (if the Project is located outside of California) as firm energy into the CAISO grid or [REDACTED] in accordance with the CAISO Tariff or applicable rules of the Transmission Provider; and</p> <p>[if applicable] NERC E-Tags will comply with the delivery requirements as specified by the CEC.</p>
Scheduling Period:	In accordance with this Confirmation, Seller shall schedule and deliver to Buyer the WSPP Schedule C energy or CAISO Energy, as applicable over the [applicable hours in Contract Quantity] in all days of all months during the Delivery Period.

ARTICLE 2 DEFINITIONS

"Accepted Electrical Practices" means (a) those practices, methods, applicable codes, and acts engaged in or approved by a significant portion of the electric power industry during the relevant time period, or (b) in the absence of such practices, methods, applicable codes, and acts, any of the practices, methods, and acts which, in exercise of reasonable judgment in light of the facts known at the time a decision is made, could have been expected to accomplish a desired result at reasonable cost consistent with good business practices, reliability, safety, and expedition. Acceptable Electrical Practices are not intended to be limited to the optimum practices, methods, or acts to the exclusion of other, but rather refers to a spectrum of practices, methods, and acts generally accepted, or approved by a significant portion of the electric power industry in the relevant region, during the relevant time period, as described in the immediately preceding sentence.

"Buyer" means "Purchaser."

"CAISO" means the California Independent System Operator.

"California RPS-Eligible Electric Energy" means electric energy from an Eligible Renewable Energy Resource, as such term is defined in Public Utilities Code Section 399.12 or Section 399.16.

“Capacity Attributes” means any and all current or future defined characteristics, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Project or any unit of generating capacity of the Project during the Term.

“Control Area” means the electric power system (or combination of electric power systems) under the operational control of the CAISO or any other electric power system under the operational control of another organization vested with authority comparable to that of the CAISO.

"CPUC" means the California Public Utilities Commission or its regulatory successor.

"CPUC Approval" means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer's administration of the Agreement; and

(b) finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law. *{SCE Comment – non-REC contracts.}*

(b) Finds that any procurement pursuant to this Agreement is procurement of renewable energy credits that 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, for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

{SCE Comment: REC-only contracts.}

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

Notwithstanding the foregoing, if a Tier 2 advice letter process is used to obtain CPUC Approval of this Agreement, CPUC Approval will also be deemed to have occurred on the date that a CPUC Energy Division disposition which contains such findings or deems approved an advice letter requesting such findings becomes final and non-appealable.

“Delivery Term” means “Delivery Period”.

“Firm Operation Date” means the earlier of (i) six (6) months after the first full day that the Project is synchronized with the electrical system to which it is interconnected; or (ii) six (6) months after the Confirmation Effective Date.

"Green Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by

trapping heat in the atmosphere;¹ (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser's discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

"Delivery Term" means Delivery Period.

"HE" means "hour ending."

"Index" means, (a) for projects located in California, for each Scheduling Period, the CAISO EZ Gen Hub price for the energy delivered during that Scheduling Period; and (b) for projects located outside of California, for each Scheduling Period, the average (rounded to the nearest hundredth place), of the day-ahead index price as published by the Intercontinental Exchange, Inc. ("ICE") for the [REDACTED] Hub on its website currently located at <<https://www.theice.com/>>, or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties, weighted for the quantity of energy that is delivered under this confirmation for each Scheduling Period.

[If the Generating Facility is located outside of California]"LORS Certification" means certification by the CEC of an electric generation facility not located within the state of California that such facility meets California's environmental quality laws, ordinances, regulations, and standards as set forth in the CEC's RPS Eligibility Guidebook.

"Off-Peak" means 6x8 (Monday through Saturday, HE 0100 - HE 0600 PPT and HE 2300 - HE 2400 PPT, excluding NERC holidays); and Sunday and NERC holidays (HE 0100 - HE 2400 PPT).

"On-Peak" means 6x16 (Monday through Saturday, HE 0700 - HE 2200 PPT, excluding NERC holidays).

"Resource Adequacy Benefits" means the rights and privileges attached to the Project that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Project.

"RPS" means the California Renewables Portfolio Standard Program as codified at California Public Utilities Code Section 399.11 *et seq.*, and any decisions by the CPUC related thereto.

"Transmission Provider" means any entity or entities responsible for the interconnection of the Project with a Control Area or transmitting the California RPS-Eligible Electric Energy on behalf of Seller from the Project to the Delivery Point.

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

"WECC Business Practices" means the approved business practices of the Western Electric Coordinating Council.

"WECC ISAS" means the Western Electric Coordinating Council's Interchange Scheduling and Accounting Subcommittee.

"WREGIS" means the Western Region Electricity Generation Information System or other process recognized under applicable laws for the registration, transfer or ownership of Green Attributes.

"WREGIS Certificate" means "Certificate" as defined by WREGIS in the WREGIS Operating Rules.

"WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS.

ARTICLE 3 CONVEYANCE OF RENEWABLE ENERGY

3.1 Seller's Conveyance Of Electric Energy

Throughout all applicable months of the Delivery Period, Seller shall deliver and sell, and SCE shall purchase and receive, the electric energy associated with the Product, subject to the terms and conditions of this Confirmation. SCE will not be obligated to purchase from Seller any California RPS-Eligible Electric Energy that is not or cannot be delivered as a result of Uncontrollable Force.

3.2 Seller's Conveyance Of Capacity Attributes

Throughout the Delivery Period, Seller shall convey and sell, and SCE shall purchase and receive, the Capacity Attributes associated with the Product, subject to the terms and conditions of this Confirmation.

3.3 Seller's Conveyance Of Green Attributes

(a) Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

The Green Attributes are delivered and conveyed upon completion of all actions described in Section 3.3(b)(i)(2) or 3.3(b)(ii), as applicable.

(b) **Check One:**

i. **Green Attributes initially credited to Seller's WREGIS account.**

(A) During the Term, Seller, at its own cost and expense, shall maintain its registration with WREGIS and shall use best efforts to ensure that all Green Attributes transferred to Buyer under this Confirmation count towards Buyer's RPS requirements. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.

(B) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the electric energy delivered in Section 3.1 within five (5) Business Days after the end of the month in which the WREGIS Certificates for the Green Attributes are created by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes to Buyer into Buyer's

WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer provided that Seller shall not transfer any Green Attributes or WREGIS Certificates to Buyer before CPUC Approval is obtained or waived, and Buyer shall not be required to pay subsection (b) of the Monthly Cash Settlement Amount for any Green Attributes transferred before CPUC Approval is obtained or waived.

ii. **Green Attributes credited directly to Buyer's WREGIS account**

(A) During the Term, Buyer, at its own cost and expense, shall register, and maintain registration of the Project, with WREGIS. Seller and Buyer shall use best efforts to ensure that all WREGIS Certificates for the Project are credited to Buyer's WREGIS account, including completing applicable assignment forms provided by WREGIS. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes hereunder shall be designated California RPS-compliant with WREGIS.

3.4 [For California Projects only] Resource Adequacy Benefits

Seller shall dedicate and convey any and all Resource Adequacy Benefits generated by, associated with or attributable to the Project during the Term, to Buyer and Buyer shall be given sole title to all such Resource Adequacy Benefits and be entitled to use all such Resource Adequacy Benefits in its sole discretion.

3.5 Further Assurances

Seller shall take all reasonable actions, including, but not limited to, amending this Confirmation, to ensure that the energy associated with the Green Attributes provided for hereunder qualifies as "delivered" energy into California within the meaning of the RPS; provided that such action does not result in a change in the original allocation of the economic benefits and burdens to Seller under this Confirmation as of the Confirmation Effective Date.

**ARTICLE 4
CPUC FILING AND APPROVAL**

Within forty-five (45) days after the execution date of this Confirmation, Buyer shall file with the CPUC the appropriate request for CPUC Approval. Buyer shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. Seller shall use commercially reasonable efforts to support Buyer in obtaining CPUC Approval. Buyer has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.

**ARTICLE 5
COMPENSATION**

Calculation Period: Each calendar month during the Delivery Period.

Monthly Cash Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period. The Monthly Cash Settlement Amount for a particular Calculation Period shall be equal to the sum of the following:

Settlement Amount: (a) the sum, over all hours of the Calculation Period, of the applicable Index price for each hour, multiplied by the quantity of CAISO Energy or WSPP Schedule C Energy, as applicable, scheduled, delivered and received by Buyer pursuant to Section 3.1 during that hour; plus (b) the Above Index Component of the Energy Price $\$[price]$ multiplied by the quantity of Green Attributes (in MWhs) delivered or credited to Buyer's WREGIS account pursuant to Section 3.3 during the applicable Calculation Period.

Payment Date: Notwithstanding any provision to the contrary in Section 9.2 of the Master Agreement, payments of each Monthly Cash Settlement Amount by Buyer to Seller under this Confirmation shall be due and payable on or before the later of the twentieth (20th) day of the month in which the Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains, or within ten (10) Business Days, or, if such day is not a Business Day, then on the next Business Day, following receipt of an invoice issued by Seller for the applicable Calculation Period. The invoice shall include a statement detailing the portion of Product transferred to Buyer during the applicable Calculation Period.

Buyer is not obligated to pay for any Green Attributes that have not been properly transferred to Buyer's WREGIS account.

Invoices to Buyer will be sent by hard copy and PDF format to:

Southern California Edison Company
Attn: [REDACTED]/Renewable Alternative Power Contract Manager
GO1, Quad 4D, [REDACTED]
P.O. Box 800
Rosemead, CA 91770
Email: [REDACTED]@sce.com
Email 2: PPFDPowerSettle@sce.com

For purposes of this Confirmation, Buyer shall be deemed to have received an invoice upon the receipt of either the hard copy or PDF format of the invoice, whichever comes first.

Payment to Seller shall be made by electronic funds transfer pursuant to the following:

[name of bank]
[address]
[Tax ID #]
[ABA #]
[Account #]

ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Seller's Representation, Warranties, and Covenants Related to Green Attributes

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.

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.

“Commercially reasonable efforts” shall not require Seller to incur out-of-pocket expenses in excess of [amount] in the aggregate in any one calendar year between the Confirmation Effective Date and the last day of the Term.

Seller warrants that all necessary steps to allow the renewable energy credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Delivery Period, that:

- ~~(a) all necessary steps have been taken to allow the Green Attributes associated with the Product either to be (i) tracked in Seller's WREGIS account and transferred to Buyer or (ii) credited to Buyer's WREGIS account;~~
- (a) ~~(b)~~ Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;
- (b) ~~(c)~~ Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
- (c) ~~(d)~~ at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
- (d) ~~(e)~~ the electric energy generated with the Green Attributes delivered under this Confirmation was not and will not be separately sold, marketed, reported, or otherwise represented as renewable energy, renewable electricity, clean energy, zero-emission energy, or in any similar manner; and
- (e) ~~(f)~~ following certification of the Project by the CEC as an RPS-eligible resource, the Project and all electrical output from the Project is registered with WREGIS as California RPS-eligible.

6.2 Seller's Representation, Warranties, and Covenants Related to the Project

Seller warrants, represents and covenants that:

- (a) Seller shall, or shall cause the owner of the Project to, inspect, maintain, and repair the Project in accordance with applicable industry standards, the Project's permit requirements, and Accepted Electrical Practices; and
- (b) Seller shall, or shall cause the owner of the Project to, abide by all applicable laws in operating the Project.

6.3 **[If Project is in California] Seller's Representation, Warranties, and Covenants Related to Resource Adequacy Benefits**

- (a) Seller shall comply with, or cause the owner of the Project to comply with, all Applicable Laws relating to resource adequacy and local area reliability, and Seller will provide, or cause the owner of the Project to provide, requested supporting documentation to the CAISO, the CPUC, or any other governmental body responsible for administering Resource Adequacy Benefits under Applicable Laws, to certify or qualify the Contract Quantity for resource adequacy and local area reliability purposes;
- (b) Seller represents and warrants that no portion of the Product has been committed to any third party in order to satisfy resource adequacy or analogous obligations in CAISO or non-CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Project's owner or operator;
- (c) No portion of the Project has been committed by Seller in order to satisfy resource adequacy or analogous obligations in any non-CAISO market; and
- (d) Each Project is connected to the CAISO Grid, is within the CAISO Control Area, and is under the control of CAISO.

**ARTICLE 7
GENERAL PROVISIONS**

7.1 **Buyer Audit Rights**

In addition to any audit rights that Buyer may have under the Master Agreement, Seller shall, along with the initial invoice sent to Buyer by Seller under this Confirmation for any calendar year during the Term and at other times as may be requested by Buyer, provide documentation, which may include, for example, meter data as recorded by a meter approved by the Project's governing balancing authority, sufficient to demonstrate that the Product has been conveyed and delivered, subject to the terms of this Confirmation, to Buyer.

Seller shall, at its own cost and expense, instruct WREGIS to provide Buyer with a WREGIS-produced report of the generation activity from the Project following each month that the Project generates energy that is being used to complete the delivery of the Product. Such information shall be limited to the amount of electric energy generated by the Project during the Term, and shall not include any information or reference to the transfer of WREGIS Certificates from Seller's account to any other entity.

7.2 **Rights and Remedies Related to Exclusivity**

Notwithstanding anything to the contrary in the Master Agreement, including Sections 22.2 and 22.3, Seller acknowledges and agrees that irreparable damage would occur in the event of any breach by Buyer of its obligations under Sections 3.1, 3.2, 3.3, and 3.4 of this Confirmation and that money damages may not be a sufficient remedy for any such breach, and that Buyer shall be entitled, without the requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy in any court of competent jurisdiction notwithstanding the obligation to submit all other disputes (including claims for monetary damages under this Confirmation) to dispute resolution pursuant to Section 34 of the Master Agreement.

Such a request for provisional relief does not waive Buyer's right to seek other remedies for any breach of its obligation to convey the Product and associated Green Attributes exclusively to Buyer in accordance with this Confirmation, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in the Agreement, or if the Agreement does not specify a remedy for the breach, all other remedies available at law or equity to the Parties for the breach.

7.3 Forecasted Generation

Five (5) Business Days before the first (1st) of each November during the Delivery Period, Seller shall provide to Buyer the estimated electric generation from the Project forecast for that November and the following month, December. Six (6) Business Days before the first (1st) of each December during the Delivery Period, Seller shall provide Buyer with an updated estimate of generation from the Project forecast for that December. Such estimates shall be of the same type of information Seller relies on in its normal course of business.

The Parties acknowledge and agree that any such estimate or forecast provided under this Section 7.3 is for informational purposes only and does not obligate or commit Seller to provide or deliver such estimated or forecasted energy to Buyer.

7.4 [if Project consists of Pooled Facilities] Facility Identification

Within five (5) Business Days after the end of each month during the Delivery Period, Seller shall (a) identify the facility(s) from the Pooled Facility that the Product was delivered from for that month; (b) provide estimates of the quantity of Product that will be provided in the next month and the facility(s) from which it will be provided.

7.5 Prevailing Wage

To the extent applicable, Seller shall comply with the prevailing wage requirements of Public Utilities code Section 339.14, subdivision (h).

7.6 Obligation To Deliver WREGIS Certificates

Notwithstanding anything to the contrary contained in the Master Agreement, if Seller terminates all transaction under Section 22.2 of the Master Agreement, Seller shall not be permitted to suspend performance with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the Master Agreement, Seller shall not be permitted to suspend performance under Section 22.2 the Master Agreement with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the Master Agreement, the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation shall survive the termination of this Transaction.

ARTICLE 8 GOVERNING LAW

Section 8.1 Applicability to Transactions Under this Confirmation

Notwithstanding Article 24 of the Master Agreement, for the purposes of the Transaction memorialized in this Confirmation, the provision set forth below will apply. This provision does not change the Governing Law applicable to any other Transaction entered into between the Parties under the Master Agreement.

Section 8.2 Governing Law

GOVERNING LAW. THIS AGREEMENT 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 AGREEMENT.

ARTICLE 9 CREDIT AND COLLATERAL

9.1 General Provisions

Both Parties agree that Section 27 of the Master Agreement shall not apply to this Confirmation. All implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.

9.2 Seller Collateral Requirements

Notwithstanding anything to the contrary contained in the Master Agreement, Seller shall provide to, and maintain with, Buyer, collateral, [in the form of a cash deposit or Letter of Credit acceptable to SCE](#), as long as Seller or its Guarantor, if any, does not maintain Credit Ratings of at least BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch. The collateral amount shall be equal to \$ [REDACTED] [25% of the total notional value of the forecasted Contract Quantity, multiplied by the Above Index Component of the Energy Price, for all hours remaining in the current Calculation Period and all remaining Calculation Periods in the Delivery Period. The collateral shall be posted with SCE [upon the earlier of a\) within five \(5\) Business Days following the Confirmation Effective Date or b\) within five \(5\) Business Days of Seller's or its Guarantor's Credit Ratings falling below BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch.](#)

ARTICLE 10 CONFIDENTIALITY

Without limiting the provisions of Section 30 of the Master Agreement, Buyer agrees that, in connection with the filing of this Confirmation with any regulatory agency, Buyer shall make an appropriate request that all of the terms and conditions of this Confirmation be held in strict confidence and preserved from disclosure to any third party consistent with applicable law; provided that each of Buyer and Seller may disclose the following information:

- (1) Party names;
- (2) Resource;
- (3) Term;
- (4) Project location;
- (5) Capacity of each Project;
- (6) The fact that the Project is on-line and delivering;
- (7) Delivery Point; and

- (8) The quantity of California RPS-eligible electric energy to be delivered under this Confirmation.

**ARTICLE ELEVEN
TERMINATION**

Notwithstanding anything to the contrary in the Master Agreement, the Parties shall determine the Termination Payment for this Transaction in accordance with Sections 22.2 and 22.3 of the Master Agreement. Furthermore, with respect to this Transaction only, the following language is to be added at the end of Section 22.3:

“If Buyer is the Non-Defaulting party and Buyer reasonably expects to incur penalties or fines from the CPUC, the CAISO or any other governmental entity for failure to meet RPS requirements due to Seller’s Event of Default, then Buyer may, in good faith, estimate the amount of those penalties or fines and include this estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties or fines are finally ascertained. The rights and obligations with respect to determining and paying any Termination Payment and any dispute resolution with respect thereto, shall survive termination of this Transaction and shall continue until after those penalties or fines are finally ascertained.”

ARTICLE TWELVE

ADDITIONAL EVENTS OF DEFAULT

It shall constitute an Event of Default as to Seller under Section 22.1 of the Master Agreement if:

- (a) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, or any benefits derived therefrom, to any party other than SCE or CAISO;
- (b) Any electric energy provided by Seller under this Confirmation is determined to have originated from a non-ERR resource;
- (c) Seller or the Project owner fails to maintain CEC Certification or LORS Certification, as applicable, for the Project from the CEC; or
- (d) The Project fails to begin operation within six (6) months of the Confirmation Effective Date.

ACKNOWLEDGED AND AGREED TO [DATE]:

[SELLER]

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

By: _____

Name: _____

Title: _____

Date: **[DATE]**

Name: _____

Title: _____

Date: **[DATE]**

Document comparison by Workshare Professional on Wednesday, April 07, 2010
4:08:34 PM

Input:	
Document 1 ID	PowerDocs://LAW/1692641/1
Description	LAW-#1692641-v1-R.08-08-009_2010_RPS_Procurement_Plan_-_Attachment_2-8_2010_Pro_Forma_WSPP_Confirmation_for_Firm_Product
Document 2 ID	PowerDocs://LAW/1715220/1
Description	LAW-#1715220-v1-R.08-08-009_Amended_2010_RPS_Procurement_Plan_-_Attachment_2-8_Amended_2010_Pro_Forma_WSPP_Confirmation_for_Firm_Product
Rendering set	Standard

Legend:	
	<u>Insertion</u>
	Deletion
	Moved from
	<u>Moved to</u>
	Style change
	Format change
	Moved deletion
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	9
Deletions	6
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	15

ATTACHMENT 2-9

Amended 2010 Pro Forma WSPP Confirmation for As-Available Product

**WSPP AGREEMENT
CONFIRMATION LETTER
BETWEEN
[NAME OF SELLER]
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

This confirmation letter ("Confirmation") confirms the transaction ("Transaction") between [Seller's full name] ("Seller") and Southern California Edison Company ("Buyer"), each individually a "Party" and together the "Parties", effective as of [Date] (the "Confirmation Effective Date"). This Transaction is governed by the WSPP Agreement to which Seller and Buyer are Parties, effective as of February 1, 2009 along with any amendments and annexes that existed on May 6, 2009, thereto (the "Master Agreement"). The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement." Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement or in the RPS (as defined below). If any term in this Confirmation conflicts with the Tariff or Master Agreement, the definitions set forth in this Confirmation shall supersede.

**ARTICLE 1
COMMERCIAL TERMS**

1.1 Product Information

Seller: [Seller's Full Name]		Buyer: SOUTHERN CALIFORNIA EDISON COMPANY
Trading:	<u>Seller</u> Day Ahead: [] Real Time: []	<u>Buyer</u> Day Ahead: 626-307-4487 / 626-307-4430 Real Time: 626-307-4453 / 626-307-4416
Scheduling:	<u>Seller</u> Day Ahead: [] Real Time: []	<u>Buyer</u> Day Ahead: 626-307-4425 / 626-307-4413 Real Time: 626-307-4405 / 626-307-4416
Product:	<input type="checkbox"/> If Project is located in California: All Capacity Attributes, Available California RPS-Eligible Electric Energy, Green Attributes, and Resource Adequacy Benefits associated with the Contract Quantity. <input type="checkbox"/> If Project is located outside California: All Capacity Attributes, Available California RPS-Eligible Electric Energy associated with the Contract Quantity and Green Attributes associated with the Contract Quantity. During the Delivery Period, Seller shall deliver and sell, and SCE shall purchase and receive, this Product, subject to the terms and conditions of this Confirmation. Seller represents and warrants that it will deliver the Product to SCE free and clear of all liens, security interests, claims and encumbrances. Seller shall not substitute or purchase any Capacity Attributes, Green Attributes, [Resource Adequacy Benefits] from any other generating resource other than the Project or from the market for delivery hereunder.	
Project:	All Product sold hereunder shall be from the facility or facilities listed below (collectively, the "Project"):	

	<p><input type="checkbox"/> [If the Project is existing and located in California]: [Name of Project][Project Description: address, CEC # etc.] [Project Capacity][Capacity Factor];</p> <p><input type="checkbox"/> [If the Project is not existing and will be located in California]: [Name of Project][Project Description: address, CEC # etc., expected on-line date] [Project Capacity][Capacity Factor];</p> <p><input type="checkbox"/> [If the Project is existing and located outside of California]: [Name of Project][Project Description: address,] [Project Capacity][Capacity Factor];</p> <p>Seller shall use commercially reasonable efforts to obtain LORS Certification for the Project from the CEC.</p> <p><input type="checkbox"/> [If the Project is not existing and will be located outside of California]: [Name of Project][Project Description: address, expected on-line date] [Project Capacity][Capacity Factor];</p> <p>Seller shall use commercially reasonable efforts to obtain CEC Certification for the Project.</p> <p><input type="checkbox"/> Check if Pooled Facilities: For Pooled Facilities: All Product sold hereunder shall be from one or more of the [type of generation] facilities listed below: (all, the “Pooled Facilities.”) The Parties acknowledge and agree that the Project consists of the Pooled Facilities and that Seller is permitted to utilize the Pooled Facilities in order to satisfy its obligations hereunder. The Parties further acknowledge and agree that, with respect to Section 3.1 of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by one of the Pooled Facilities included in the Project used to satisfy the Contract Quantity, and that Buyer is not entitled to any additional Product produced by the Pooled Facilities in the Project above and beyond the Contract Quantity. For Projects outside California: “Project” shall include, and be limited to, the facilities listed above that have received LORS Certification.</p>
Resource:	[Type of Resource]
Banking, Firming and Shaping:	<p>Throughout the Delivery Period, Seller shall generate, transmit and integrate available intermittent generation from the Project into the electrical system interconnected to and used by the Project on an hourly basis to be delivered to Buyer as firm energy at a later time. For each month of generation during the Delivery Period, this Banking, Firming and Shaping of energy shall occur over three one-month periods as follows:</p> <p>(1) <u>Storage Month</u>. In period one (e.g., January), Seller shall store hourly intermittent [type] generation in the electrical system to which the Project is interconnected.</p> <p>(2) <u>Notification Month</u>. On or before the 15th calendar day of period two (e.g.,</p>

	<p>February), Seller shall notify Buyer of the total quantity of electrical energy (in MWh) generated by the Project in the entire preceding month (“Storage Month”) and the number of Blocks that Seller will deliver to Buyer at the Delivery Point in the subsequent month (“Conveyance Month”).</p> <p>(3) <u>Conveyance Month</u>. Throughout all On-Peak Hours in period three (e.g., March), Seller shall deliver to Buyer at the Delivery Point the number of Blocks specified in the preceding Notification Month; provided that Buyer shall be permitted to add any energy curtailments by the applicable balancing authority for the Delivery Point to the following Conveyance Month.</p>
Contract Price:	<p>[Year]: Index plus Above Index Component of \$ []</p> <p>[As needed] [Year]: Index plus Above Index Component of \$[]/MWh</p>
Term:	<p>The Term of this Transaction shall commence upon the Confirmation Effective Date and shall end [XX months] after the Delivery Period Commencement Date, unless terminated earlier due to failure to satisfy the Conditions Subsequent or as otherwise provided in the Agreement.</p>
Delivery Period or Delivery Term:	<p>The Delivery Period or Delivery Term of this Transaction shall commence upon:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Check if project in existence [Date] <input type="checkbox"/> Check if project not in existence The Firm Operation Date. <p>([Date] or Firm Operation Date, as applicable, the “Delivery Period Commencement Date.”)</p> <p>The Delivery Period or Delivery Term of this Transaction shall end [XX months] after the Delivery Period Commencement Date.</p>
Contract Quantity	<p>The total quantity of electric energy generated by the Project that is delivered during the Delivery Period.</p>
Delivery Point:	<p>[]</p>
Scheduling Obligations:	<p>For each day in the Delivery Period during which the Project generates electrical energy that will be used to provide Contract Quantity in accordance with this Confirmation:</p> <p>Seller shall schedule CAISO Energy (if the Project is located in California) or WSPP Schedule C Energy (if the Project is located outside of California) as firm energy into the CAISO grid or [] in accordance with the CAISO Tariff or applicable rules of the Transmission Provider.</p> <p>[if applicable] NERC E-Tags will comply with the delivery requirements as specified by the CEC.</p>
Scheduling Period:	<p>In accordance with this Confirmation, Seller shall schedule and deliver to Buyer the CAISO Energy (if the Project is located in California) or WSPP Schedule C energy (if the Project is located outside of California) over the [applicable hours] in all days of all months during the</p>

	Delivery Period.
Conditions Subsequent	<p>This Confirmation may be terminated unless each of the Conditions Subsequent set forth below are satisfied in accordance with this section:</p> <ul style="list-style-type: none"> (a) Buyer shall have obtained or waived CPUC Approval of this Agreement; or (b) Certification of the Project by the California Energy Commission (“CEC”) as an RPS-eligible resource, or obtainment of LORS Certification of the Project from the CEC, as applicable. <p>Both Parties shall take all reasonable action to satisfy all of the conditions identified above.</p> <p>Either Party may terminate this Confirmation on notice if (i) the CPUC fails to issue a final and non-appealable order granting CPUC Approval on or before [date]; or (ii) Buyer has not obtained or waived CPUC Approval by [date] and notice of such termination is given within fifteen (15) days of [redacted]</p> <p>Buyer may terminate this Confirmation on notice if (i) the Project has not been certified by the CEC as an RPS-eligible resource by [redacted]; or (ii) if Seller fails to obtain LORS Certification for the Project from the CEC by the Delivery Period Commencement Date.</p> <p>Any termination made by a Party under this section shall be without liability or obligation to the other Party except for payment of any CAISO energy or WSPP Schedule C energy already delivered and received before notice of such termination and reimbursement by the terminating Party of any CAISO charges paid by the other Party which charges are the responsibility of the terminating Party. Any such termination shall be deemed to be a termination of this Confirmation <i>ab initio</i>.</p>

**ARTICLE 2
DEFINITIONS**

"Accepted Electrical Practices" means (a) those practices, methods, applicable codes, and acts engaged in or approved by a significant portion of the electric power industry during the relevant time period, or (b) in the absence of such practices, methods, applicable codes, and acts, any of the practices, methods, and acts which, in exercise of reasonable judgment in light of the facts known at the time a decision is made, could have been expected to accomplish a desired result at reasonable cost consistent with good business practices, reliability, safety, and expedition. Acceptable Electrical Practices are not intended to be limited to the optimum practices, methods, or acts to the exclusion of other, but rather refers to a spectrum of practices, methods, and acts generally accepted, or approved by a significant portion of the electric power industry in the relevant region, during the relevant time period, as described in the immediately preceding sentence.

"Blocks" means the quantity of twenty-five (25) MW "blocks" of CAISO Energy (if the Project is located in California) or WSPP Schedule C Energy (if the Project is located outside of California) scheduled and delivered in accordance with this Confirmation. The quantity of such twenty-five (25) MW blocks shall be calculated pursuant to the following formula for each applicable Conveyance Month during the Delivery Period:

$(A + B) / C$, rounded to the greater of zero or the nearest positive integer that is evenly divisible by twenty-five (25).

Where:

A = the amount of energy identified in the applicable Notification Month

B = the Roll-Over Amount (as defined below)

C = the total number of hours in the applicable Conveyance Month

All excess or shortage of energy through rounding shall be added (as a positive number for any shortage or as a negative number for any excess) to the next Conveyance Month ("Roll-Over Amount"); provided that, for the last Conveyance Month of the Delivery Period, the quantity of Blocks shall be rounded up to the next integer.

"Buyer" means "Purchaser."

"CAISO" means the California Independent System Operator.

"California RPS-Eligible Electric Energy" means electric energy from an Eligible Renewable Energy Resource, as such term is defined in Public Utilities Code Section 399.12 or Section 399.16.

"Capacity Attributes" means any and all current or future defined characteristics, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Project or any unit of generating capacity of the Project during the Term.

"Control Area" means the electric power system (or combination of electric power systems) under the operational control of the CAISO or any other electric power system under the operational control of another organization vested with authority comparable to that of the CAISO.

"CPUC" means the California Public Utilities Commission or its regulatory successor.

"CPUC Approval" means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer's administration of the Agreement; and

(b) finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law. *{SCE Comment – non-REC contracts.}*

(b) Finds that any procurement pursuant to this Agreement is procurement of renewable energy credits that 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, for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

{SCE Comment: REC-only contracts.}

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

Notwithstanding the foregoing, if a Tier 2 advice letter process is used to obtain CPUC Approval of this Agreement, CPUC Approval will also be deemed to have occurred on the date that a CPUC Energy Division disposition which contains such findings or deems approved an advice letter requesting such findings becomes final and non-appealable.

“Delivery Term” means “Delivery Period”.

“Firm Operation Date” means the earlier of (i) six (6) months after the first full day that the Project is synchronized with the electrical system to which it is interconnected; or (ii) six (6) months after the Confirmation Effective Date.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;¹ (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“HE” means “hour ending.”

“Index” means, (a) for projects located in California, for each Scheduling Period, the CAISO EZ Gen Hub price for the energy delivered during that Scheduling Period; and (b) for projects located outside of California, for each Scheduling Period, the average (rounded to the nearest hundredth place), of the day-ahead index price as published by the Intercontinental Exchange, Inc. (“ICE”) for the [] Hub on its website currently located at <<https://www.theice.com/>>, or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties, weighted for the quantity of energy that is delivered under this Confirmation for each Scheduling Period.

[If the Generating Facility is located outside of California] “LORS Certification” means certification by the CEC of an electric generation facility not located within the state of California that such facility meets California’s environmental quality laws, ordinances, regulations, and standards as set forth in the CEC’s RPS Eligibility Guidebook.

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

"Off-Peak" means 6x8 (Monday through Saturday, HE 0100 - HE 0600 PPT and HE 2300 - HE 2400 PPT, excluding NERC holidays); and Sunday and NERC holidays (HE 0100 - HE 2400 PPT).

"On-Peak" means 6x16 (Monday through Saturday, HE 0700 - HE 2200 PPT, excluding NERC holidays).

"Resource Adequacy Benefits" means the rights and privileges attached to the Project that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Project.

"RPS" means the California Renewables Portfolio Standard Program as codified at California Public Utilities Code Section 399.11 *et seq.*, and any decisions by the CPUC related thereto.

"Transmission Provider" means any entity or entities responsible for the interconnection of the Project with a Control Area or transmitting the California RPS-Eligible Electric Energy on behalf of Seller from the Project to the Delivery Point.

"WECC Business Practices" means the approved business practices of the Western Electric Coordinating Council.

"WECC ISAS" means the Western Electric Coordinating Council's Interchange Scheduling and Accounting Subcommittee.

"WREGIS" means the Western Region Electricity Generation Information System or other process recognized under applicable laws for the registration, transfer or ownership of Green Attributes.

"WREGIS Certificate" means "Certificate" as defined by WREGIS in the WREGIS Operating Rules.

"WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS.

ARTICLE 3 CONVEYANCE OF RENEWABLE ENERGY

3.1 Seller's Conveyance Of Electric Energy

For each month during the Delivery Period, Seller shall deliver and convey the electric energy associated with the portion of Product (such portion defined as the quantity of electric energy stored in the applicable Storage Month) by delivering such Product to the Delivery Point through the use of Banking, Firming and Shaping.

3.2 Seller's Conveyance Of Capacity Attributes

Throughout the Delivery Period, Seller shall convey and sell, and SCE shall purchase and receive, the Capacity Attributes associated with the Product, subject to the terms and conditions of this Confirmation.

3.3 Seller's Conveyance Of Green Attributes

(a) Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

The Green Attributes are delivered and conveyed upon completion of all actions described in Section 3.3(b)(i) or 3.3(b)(ii), as applicable.

(b) Check One:

i. **Green Attributes initially credited to Seller's WREGIS account.**

(A) During the Term, Seller, at its own cost and expense, shall maintain its registration with WREGIS and shall use best efforts to ensure that all Green Attributes transferred to Buyer under this Confirmation count towards Buyer's RPS requirements. Following certification of the Project

by the CEC as an RPS-eligible resource, all Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.

(B) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the electric energy delivered in Section 3.1 within five (5) Business Days after the end of the month in which the WREGIS Certificates for the Green Attributes are created by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes to Buyer into Buyer's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer provided that Seller shall not transfer any Green Attributes or WREGIS Certificates to Buyer before CPUC Approval is obtained or waived, and Buyer shall not be required to pay subsection (b) of the Monthly Cash Settlement Amount for any Green Attributes transferred before CPUC Approval is obtained or waived.

ii. **Green Attributes credited directly to Buyer's WREGIS account**

(A) During the Term, Buyer, at its own cost and expense, shall register, and maintain registration of the Project, with WREGIS. Seller and Buyer shall use best efforts to ensure that all WREGIS Certificates for the Project are credited to Buyer's WREGIS account, including completing applicable assignment forms provided by WREGIS. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes hereunder shall be designated California RPS-compliant with WREGIS.

3.4 [For California Projects only] Resource Adequacy Benefits

Seller shall dedicate and convey any and all Resource Adequacy Benefits generated by, associated with or attributable to the Project during the Term, to Buyer and Buyer shall be given sole title to all such Resource Adequacy Benefits and be entitled to use all such Resource Adequacy Benefits in its sole discretion.

3.5 Delivery Rate

Seller shall, subject to the other terms of this Confirmation, deliver the Product to Buyer, from the Confirmation Effective Date until such time as the Product has been delivered in full, at a rate not less than the rate at which electric energy is generated by the Project.

3.6 Further Assurances

Seller shall take all reasonable actions, including, but not limited to, amending this Confirmation, to ensure that the energy associated with the Green Attributes provided for hereunder qualifies as "delivered" energy into California within the meaning of the RPS; provided that such action does not result in a change in the original allocation of the economic benefits and burdens to Seller under this Confirmation as of the Confirmation Effective Date.

**ARTICLE 4
CPUC FILING AND APPROVAL**

Within forty-five (45) days after the execution date of this Confirmation, Buyer shall file with the CPUC the appropriate request for CPUC Approval. Buyer shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. Seller

shall use commercially reasonable efforts to support Buyer in obtaining CPUC Approval. Buyer has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.

ARTICLE 5 COMPENSATION

Calculation Period: Each calendar month during the Delivery Period.

Monthly Cash Settlement Amount: Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period. The Monthly Cash Settlement Amount for a particular Calculation Period shall be equal to the sum of the following:

Settlement Amount: (a) the sum, over all hours of the Calculation Period, of the applicable Index price for each hour, multiplied by the quantity of WSPP Schedule C Energy or CAISO Energy scheduled, delivered and received by Buyer pursuant to Section 3.1 during the applicable hours; plus (b) the Above Index Component of the Energy Price $[/math>price] multiplied by the quantity of Green Attributes (in MWhs) delivered or credited to Buyer's WREGIS account pursuant to Section 3.3 during the applicable Calculation Period.$

Payment Date: Notwithstanding any provision to the contrary in Section 9.2 of the Master Agreement, payments of each Monthly Cash Settlement Amount by Buyer to Seller under this Confirmation shall be due and payable on or before the later of the twentieth (20th) day of the month in which the Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains, or within ten (10) Business Days, or, if such day is not a Business Day, then on the next Business Day, following receipt of an invoice issued by Seller for the applicable Calculation Period. The invoice shall include a statement detailing the portion of Product transferred to Buyer during the applicable Calculation Period.

Buyer is not obligated to pay for any Green Attributes that have not been properly transferred to Buyer's WREGIS account.

Invoices to Buyer will be sent by hard copy and PDF format to:

Southern California Edison Company
Attn: [redacted]/Renewable Alternative Power Contract Manager
GO1, Quad 4D, [redacted]
P.O. Box 800
Rosemead, CA 91770
Email: [redacted]@sce.com
Email 2: PPFDPowerSettle@sce.com

For purposes of this Confirmation, Buyer shall be deemed to have received an invoice upon the receipt of either the hard copy or PDF format of the invoice, whichever comes first.

Payment to Seller shall be made by electronic funds transfer pursuant to the following:

[name of bank]
[address]
[Tax ID #]

[ABA #]
[Account #]

ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Seller's Representation, Warranties, and Covenants Related to Green Attributes

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.

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.

"Commercially reasonable efforts" shall not require Seller to incur out-of-pocket expenses in excess of [amount] in the aggregate in any one calendar year between the Confirmation Effective Date and the last day of the Term.

Seller warrants that all necessary steps to allow the renewable energy credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract

In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Delivery Period, that:

- (a) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;
- (b) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
- (c) at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
- (d) the electric energy generated with the Green Attributes delivered under this Confirmation was not and will not be separately sold, marketed, reported, or otherwise represented as renewable energy, renewable electricity, clean energy, zero-emission energy, or in any similar manner; and
- (e) following certification of the Project by the CEC as an RPS-eligible resource, the Project and all electrical output from the Project is registered with WREGIS as California RPS-eligible.

6.2 Seller's Representation, Warranties, and Covenants Related to the Project

Seller warrants, represents and covenants that:

- (a) Seller shall, or shall cause the owner of the Project, to, inspect, maintain, and repair the Project in accordance with applicable industry standards, the Project's permit requirements, and Accepted Electrical Practices; and
- (b) Seller shall, or shall cause the owner of the Project to, abide by all applicable laws in operating the Project.

6.3 [If Project is in California] Seller's Representation, Warranties, and Covenants Related to Resource Adequacy Benefits

- (a) Seller shall comply with, or cause the owner of the Project to comply with, all Applicable Laws relating to resource adequacy and local area reliability, and Seller will provide, or cause the owner of the Project to provide, requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering Resource Adequacy Benefits under Applicable Laws, to certify or qualify the Contract Quantity for resource adequacy and local area reliability purposes;
- (b) Seller represents and warrants that no portion of the Product has been committed to any third party in order to satisfy resource adequacy or analogous obligations in CAISO or non-CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Project's owner or operator;
- (c) No portion of the Project has been committed by Seller in order to satisfy resource adequacy or analogous obligations in any non-CAISO market; and
- (d) Each Project is connected to the CAISO Grid, is within the CAISO Control Area, and is under the control of CAISO.

ARTICLE 7 GENERAL PROVISIONS

7.1 Buyer Audit Rights

In addition to any audit rights that Buyer may have under the Master Agreement, Seller shall, along with the initial invoice sent to Buyer by Seller under this Confirmation for any calendar year during the Term and at other times as may be requested by Buyer, provide documentation, which may include, for example, meter data as recorded by a meter approved by the Project's governing balancing authority, sufficient to demonstrate that the Product has been conveyed and delivered, subject to the terms of this Confirmation, to Buyer.

Seller shall, at its own cost and expense, instruct WREGIS to provide Buyer with a WREGIS-produced report of the generation activity from the Project following each month that the Project generates energy that is being used to complete the delivery of the Product. Such information shall be limited to the amount of electric energy generated by the Project during the Term, and shall not include any information or reference to the transfer of WREGIS Certificates from Seller's account to any other entity.

7.2 Rights and Remedies Related to Exclusivity

Notwithstanding anything to the contrary in the Master Agreement, including Section 22.2 and 22.3, Seller acknowledges and agrees that irreparable damage would occur in the event of any breach by Buyer of its obligations under Sections 3.1, 3.2, 3.3, and 3.4 and that money damages may not be a sufficient remedy for any such breach, and that Buyer shall be entitled, without the requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy in any court of competent jurisdiction notwithstanding the obligation to submit all other

disputes (including claims for monetary damages under this Confirmation) to dispute resolution pursuant to Section 34 of the Master Agreement.

Such a request for provisional relief does not waive Buyer's right to seek other remedies for any breach of its obligation to convey the Product and associated Green Attributes exclusively to Buyer in accordance with this Confirmation, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in the Agreement, or if the Agreement does not specify a remedy for the breach, all other remedies available at law or equity to the Parties for the breach.

7.3 Forecasted Generation

Five (5) Business Days before the first (1st) of each November during the Delivery Period, Seller shall provide to Buyer the estimated electric generation from the Project forecast for that November and the following month, December. Six (6) Business Days before the first (1st) of each December during the Delivery Period, Seller shall provide Buyer with an updated estimate of generation from the Project forecast for that December. Such estimates shall be of the same type of information Seller relies on in its normal course of business.

The Parties acknowledge and agree that any such estimate or forecast provided under this Section 7.3 is for informational purposes only and does not obligate or commit Seller to provide or deliver such estimated or forecasted energy to Buyer.

7.4 [if Project consists of Pooled Facilities] Facility Identification

Within five (5) Business Days after the end of each month during the Delivery Period, Seller shall (a) identify the facility(s) from the Pooled Facility t that the Product was delivered from for that month; (b) provide estimates of the quantity of Product that will be provided in the next month and the facility(s) from which it will be provided.

7.5 Prevailing Wage

To the extent applicable, Seller shall comply with the prevailing wage requirements of Public Utilities Code Section 339.14, subdivision (h).

7.6 Obligation To Deliver WREGIS Certificates

Notwithstanding anything to the contrary contained in the Master Agreement, if Seller terminates all transaction under Section 22.2 of the Master Agreement, Seller shall not be permitted to suspend performance with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the Master Agreement, Seller shall not be permitted to suspend performance under Section 22.2 the Master Agreement with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the Master Agreement, the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation shall survive the termination of this Transaction.

ARTICLE 8 GOVERNING LAW

8.1 Application to Transaction

Notwithstanding Article 24 of the Master Agreement, for the purpose of the Transaction memorialized in this Confirmation, the provision set forth below will apply. This provision does not change the Governing Law applicable to any other Transaction entered into between the Parties under the Master Agreement.

8.2 Governing Law

GOVERNING LAW. THIS AGREEMENT 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 AGREEMENT.

ARTICLE 9 CREDIT AND COLLATERAL

9.1 General Provisions

Both Parties agree that Section 27 of the Master Agreement shall not apply to this Confirmation. All implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.

9.2 Seller Collateral Requirements

Notwithstanding anything to the contrary contained in the Master Agreement, Seller shall provide to, and maintain with, Buyer, collateral, in the form of a cash deposit or Letter of Credit acceptable to SCE, as long as Seller or its Guarantor, if any, does not maintain Credit Ratings of at least BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch. The collateral amount shall be equal to \$ [REDACTED] [25% of the total notional value of the forecasted Contract Quantity, multiplied by the Above Index Component of the Energy Price, for all hours remaining in the current Calculation Period and all remaining Calculation Periods in the Delivery Period. The collateral shall be posted with SCE upon the earlier of a) within five (5) Business Days following the Confirmation Effective Date or b) within five (5) Business Days of Seller's or its Guarantor's Credit Ratings falling below BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch.

ARTICLE 10 CONFIDENTIALITY

Without limiting the provisions of Section 30 of the Master Agreement, Buyer agrees that, in connection with the filing of this Confirmation with any regulatory agency, Buyer shall make an appropriate request that all of the terms and conditions of this Confirmation be held in strict confidence and preserved from disclosure to any third party consistent with applicable law; provided that each of Buyer and Seller may disclose the following information:

- (1) Party names;
- (2) Resource;
- (3) Term;
- (4) Project location;
- (5) Capacity of each Project;

- (6) The fact that the Project is on-line and delivering;
- (7) Delivery Point; and
- (8) The quantity of California RPS-eligible electric energy to be delivered under this Confirmation.

**ARTICLE ELEVEN
TERMINATION**

Notwithstanding anything to the contrary in the Master Agreement, the Parties shall determine the Termination Payment for this Transaction in accordance with Sections 22.2 and 22.3 of the Master Agreement. Furthermore, with respect to this Transaction only, the following language is to be added at the end of Section 22.3:

“If Buyer is the Non-Defaulting party and Buyer reasonably expects to incur penalties or fines from the CPUC, the CAISO or any other governmental entity for failure to meet RPS requirements due to Seller’s Event of Default, then Buyer may, in good faith, estimate the amount of those penalties or fines and include this estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties or fines are finally ascertained. The rights and obligations with respect to determining and paying any Termination Payment and any dispute resolution with respect thereto, shall survive termination of this Transaction and shall continue until after those penalties or fines are finally ascertained.”

ARTICLE TWELVE

ADDITIONAL EVENTS OF DEFAULT

It shall constitute an Event of Default as to Seller under Section 22.1 of the Master Agreement if:

- (a) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, or any benefits derived therefrom, to any party other than SCE or CAISO;
- (b) Any electric energy provided by Seller under this Confirmation is determined to have originated from a non-ERR resource; or
- (c) Seller or the Project owner fails to maintain CEC Certification or LORS Certification, as applicable, for the Project from the CEC; or
- (d) The Project fails to begin operation within six (6) months of the Confirmation Effective Date.

ACKNOWLEDGED AND AGREED TO [DATE]:

[SELLER]

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: **[DATE]**

Date: **[DATE]**

ATTACHMENT 2-9

Amended 2010 Pro Forma WSPP Confirmation for As-Available Product Redline Version

**WSPP AGREEMENT
CONFIRMATION LETTER
BETWEEN
[NAME OF SELLER]
AND
SOUTHERN CALIFORNIA EDISON COMPANY**

This confirmation letter ("Confirmation") confirms the transaction ("Transaction") between [Seller's full name] ("Seller") and Southern California Edison Company ("Buyer"), each individually a "Party" and together the "Parties", effective as of [Date] (the "Confirmation Effective Date"). This Transaction is governed by the WSPP Agreement to which Seller and Buyer are Parties, effective as of February 1, 2009 along with any amendments and annexes that existed on May 6, 2009, thereto (the "Master Agreement"). The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement." Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement or in the RPS (as defined below). If any term in this Confirmation conflicts with the Tariff or Master Agreement, the definitions set forth in this Confirmation shall supersede.

**ARTICLE 1
COMMERCIAL TERMS**

1.1 Product Information

Seller: [Seller's Full Name]		Buyer: SOUTHERN CALIFORNIA EDISON COMPANY
Trading:	<u>Seller</u> Day Ahead: [] Real Time: []	<u>Buyer</u> Day Ahead: 626-307-4487 / 626-307-4430 Real Time: 626-307-4453 / 626-307-4416
Scheduling:	<u>Seller</u> Day Ahead: [] Real Time: []	<u>Buyer</u> Day Ahead: 626-307-4425 / 626-307-4413 Real Time: 626-307-4405 / 626-307-4416
Product:	<input type="checkbox"/> If Project is located in California: <p style="margin-left: 40px;">All Capacity Attributes, Available California RPS-Eligible Electric Energy, Green Attributes, and Resource Adequacy Benefits associated with the Contract Quantity.</p> <input type="checkbox"/> If Project is located outside California: <p style="margin-left: 40px;">All Capacity Attributes, Available California RPS-Eligible Electric Energy associated with the Contract Quantity and Green Attributes associated with the Contract Quantity.</p> <p>During the Delivery Period, Seller shall deliver and sell, and SCE shall purchase and receive, this Product, subject to the terms and conditions of this Confirmation. Seller represents and warrants that it will deliver the Product to SCE free and clear of all liens, security interests, claims and encumbrances. Seller shall not substitute or purchase any Capacity Attributes, Green Attributes, [Resource Adequacy Benefits] from any other generating resource other than the Project or from the market for delivery hereunder.</p>	

<p>Project:</p>	<p>All Product sold hereunder shall be from the facility or facilities listed below (collectively, the "Project"):</p> <p><input type="checkbox"/> [If the Project is existing and located in California]: [Name of Project][Project Description: address, CEC # etc.] [Project Capacity][Capacity Factor];</p> <p><input type="checkbox"/> [If the Project is not existing and will be located in California]: [Name of Project][Project Description: address, CEC # etc., expected on-line date] [Project Capacity][Capacity Factor];</p> <p><input type="checkbox"/> [If the Project is existing and located outside of California]: [Name of Project][Project Description: address,] [Project Capacity][Capacity Factor];</p> <p>Seller shall use commercially reasonable efforts to obtain LORS Certification for the Project from the CEC.</p> <p><input type="checkbox"/> [If the Project is not existing and will be located outside of California]: [Name of Project][Project Description: address, expected on-line date] [Project Capacity][Capacity Factor];</p> <p>Seller shall use commercially reasonable efforts to obtain CEC Certification for the Project.</p> <p><input type="checkbox"/> Check if Pooled Facilities: For Pooled Facilities: All Product sold hereunder shall be from one or more of the [type of generation] facilities listed below: (all, the "Pooled Facilities.")</p> <p>The Parties acknowledge and agree that the Project consists of the Pooled Facilities and that Seller is permitted to utilize the Pooled Facilities in order to satisfy its obligations hereunder.</p> <p>The Parties further acknowledge and agree that, with respect to Section 3.1 of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by one of the Pooled Facilities included in the Project used to satisfy the Contract Quantity, and that Buyer is not entitled to any additional Product produced by the Pooled Facilities in the Project above and beyond the Contract Quantity.</p> <p>For Projects outside California: "Project" shall include, and be limited to, the facilities listed above that have received LORS Certification.</p>
<p>Resource:</p>	<p>[Type of Resource]</p>
<p>Banking, Firming and Shaping:</p>	<p>Throughout the Delivery Period, Seller shall generate, transmit and integrate available intermittent generation from the Project into the electrical system interconnected to and used by the Project on an hourly basis to be delivered to Buyer as firm energy at a later time. For each month of generation during the Delivery Period, this Banking, Firming and Shaping of energy shall occur over three one-month periods as follows:</p> <p>(1) <u>Storage Month</u>. In period one (e.g., January), Seller shall store hourly intermittent</p>

	<p>[type] generation in the electrical system to which the Project is interconnected.</p> <p>(2) <u>Notification Month</u>. On or before the 15th calendar day of period two (e.g., February), Seller shall notify Buyer of the total quantity of electrical energy (in MWh) generated by the Project in the entire preceding month (“Storage Month”) and the number of Blocks that Seller will deliver to Buyer at the Delivery Point in the subsequent month (“Conveyance Month”).</p> <p>(3) <u>Conveyance Month</u>. Throughout all On-Peak Hours in period three (e.g., March), Seller shall deliver to Buyer at the Delivery Point the number of Blocks specified in the preceding Notification Month; provided that Buyer shall be permitted to add any energy curtailments by the applicable balancing authority for the Delivery Point to the following Conveyance Month.</p>
Contract Price:	<p>[Year]: Index plus Above Index Component of \$ []</p> <p>[As needed] [Year]: Index plus Above Index Component of \$[]/MWh</p>
Term:	The Term of this Transaction shall commence upon the Confirmation Effective Date and shall end [XX months] after the Delivery Period Commencement Date, unless terminated earlier due to failure to satisfy the Conditions Subsequent or as otherwise provided in the Agreement.
Delivery Period or Delivery Term:	<p>The Delivery Period or Delivery Term of this Transaction shall commence upon:</p> <p><input type="checkbox"/> Check if project in existence</p> <p style="padding-left: 40px;">[Date]</p> <p><input type="checkbox"/> Check if project not in existence</p> <p style="padding-left: 40px;">The Firm Operation Date.</p> <p>[Date] or Firm Operation Date, as applicable, the “Delivery Period Commencement Date.”)</p> <p>The Delivery Period or Delivery Term of this Transaction shall end [XX months] after the Delivery Period Commencement Date.</p>
Contract Quantity	The total quantity of electric energy generated by the Project that is delivered during the Delivery Period.
Delivery Point:	[]
Scheduling Obligations:	<p>For each day in the Delivery Period during which the Project generates electrical energy that will be used to provide Contract Quantity in accordance with this Confirmation:</p> <p>Seller shall schedule CAISO Energy (if the Project is located in California) or WSPP Schedule C Energy (if the Project is located outside of California) as firm energy into the CAISO grid or [] in accordance with the CAISO Tariff or applicable rules of the Transmission Provider.</p> <p>[if applicable] NERC E-Tags will comply with the delivery requirements as specified by the CEC.</p>

Scheduling Period:	In accordance with this Confirmation, Seller shall schedule and deliver to Buyer the CAISO Energy (if the Project is located in California) or WSPP Schedule C energy (if the Project is located outside of California) over the [applicable hours] in all days of all months during the Delivery Period.
Conditions Subsequent	<p>This Confirmation may be terminated unless each of the Conditions Subsequent set forth below are satisfied in accordance with this section:</p> <ul style="list-style-type: none"> (a) Buyer shall have obtained or waived CPUC Approval of this Agreement; or (b) Certification of the Project by the California Energy Commission ("CEC") as an RPS-eligible resource, or obtainment of LORS Certification of the Project from the CEC, as applicable. <p>Both Parties shall take all reasonable action to satisfy all of the conditions identified above.</p> <p>Either Party may terminate this Confirmation on notice if (i) the CPUC fails to issue a final and non-appealable order granting CPUC Approval on or before [date]; or (ii) Buyer has not obtained or waived CPUC Approval by [date] and notice of such termination is given within fifteen (15) days of [redacted]</p> <p>Buyer may terminate this Confirmation on notice if (i) the Project has not been certified by the CEC as an RPS-eligible resource by [redacted]; or (ii) if Seller fails to obtain LORS Certification for the Project from the CEC by the Delivery Period Commencement Date.</p> <p>Any termination made by a Party under this section shall be without liability or obligation to the other Party except for payment of any CAISO energy or WSPP Schedule C energy already delivered and received before notice of such termination and reimbursement by the terminating Party of any CAISO charges paid by the other Party which charges are the responsibility of the terminating Party. Any such termination shall be deemed to be a termination of this Confirmation <i>ab initio</i>.</p>

ARTICLE 2 DEFINITIONS

"Accepted Electrical Practices" means (a) those practices, methods, applicable codes, and acts engaged in or approved by a significant portion of the electric power industry during the relevant time period, or (b) in the absence of such practices, methods, applicable codes, and acts, any of the practices, methods, and acts which, in exercise of reasonable judgment in light of the facts known at the time a decision is made, could have been expected to accomplish a desired result at reasonable cost consistent with good business practices, reliability, safety, and expedition. Acceptable Electrical Practices are not intended to be limited to the optimum practices, methods, or acts to the exclusion of other, but rather refers to a spectrum of practices, methods, and acts generally accepted, or approved by a significant portion of the electric power industry in the relevant region, during the relevant time period, as described in the immediately preceding sentence.

"Blocks" means the quantity of twenty-five (25) MW "blocks" of CAISO Energy (if the Project is located in California) or WSPP Schedule C Energy (if the Project is located outside of California) scheduled and delivered in accordance with this Confirmation. The quantity of such twenty-five (25) MW blocks shall be calculated pursuant to the following formula for each applicable Conveyance Month during the Delivery Period:

(A + B) / C, rounded to the greater of zero or the nearest positive integer that is evenly divisible by twenty-five (25).

Where:

A = the amount of energy identified in the applicable Notification Month

B = the Roll-Over Amount (as defined below)

C = the total number of hours in the applicable Conveyance Month

All excess or shortage of energy through rounding shall be added (as a positive number for any shortage or as a negative number for any excess) to the next Conveyance Month ("Roll-Over Amount"); provided that, for the last Conveyance Month of the Delivery Period, the quantity of Blocks shall be rounded up to the next integer.

"Buyer" means "Purchaser."

"CAISO" means the California Independent System Operator.

"California RPS-Eligible Electric Energy" means electric energy from an Eligible Renewable Energy Resource, as such term is defined in Public Utilities Code Section 399.12 or Section 399.16.

"Capacity Attributes" means any and all current or future defined characteristics, certificates, tags, credits, ancillary service attributes, or accounting constructs, howsoever entitled, including any accounting construct counted toward any resource adequacy requirements, attributed to or associated with the Project or any unit of generating capacity of the Project during the Term.

"Control Area" means the electric power system (or combination of electric power systems) under the operational control of the CAISO or any other electric power system under the operational control of another organization vested with authority comparable to that of the CAISO.

"CPUC" means the California Public Utilities Commission or its regulatory successor.

"CPUC Approval" means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer's administration of the Agreement; and

(b) finds that any procurement pursuant to this Agreement is procurement from an eligible renewable energy resource for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law. *{SCE Comment – non-REC contracts.}*

(b) Finds that any procurement pursuant to this Agreement is procurement of renewable energy credits that 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, for purposes of determining Buyer's compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

{SCE Comment: REC-only contracts.}

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

Notwithstanding the foregoing, if a Tier 2 advice letter process is used to obtain CPUC Approval of this Agreement, CPUC Approval will also be deemed to have occurred on the date that a CPUC Energy Division disposition which contains such findings or deems approved an advice letter requesting such findings becomes final and non-appealable.

“Delivery Term” means “Delivery Period”.

“Firm Operation Date” means the earlier of (i) six (6) months after the first full day that the Project is synchronized with the electrical system to which it is interconnected; or (ii) six (6) months after the Confirmation Effective Date.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;¹ (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Project, (ii) production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the project that are applicable to a state or federal income taxation obligation, (iii) fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits. If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“HE” means “hour ending.”

“Index” means, (a) for projects located in California, for each Scheduling Period, the CAISO EZ Gen Hub price for the energy delivered during that Scheduling Period; and (b) for projects located outside of California, for each Scheduling Period, the average (rounded to the nearest hundredth place), of the day-ahead index price as published by the Intercontinental Exchange, Inc. (“ICE”) for the [] Hub on its website currently located at <<https://www.theice.com/>>, or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties, weighted for the quantity of energy that is delivered under this Confirmation for each Scheduling Period.

[If the Generating Facility is located outside of California] “LORS Certification” means certification by the CEC of an electric generation facility not located within the state of California that such facility meets

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

California's environmental quality laws, ordinances, regulations, and standards as set forth in the CEC's RPS Eligibility Guidebook.

"Off-Peak" means 6x8 (Monday through Saturday, HE 0100 - HE 0600 PPT and HE 2300 - HE 2400 PPT, excluding NERC holidays); and Sunday and NERC holidays (HE 0100 - HE 2400 PPT).

"On-Peak" means 6x16 (Monday through Saturday, HE 0700 - HE 2200 PPT, excluding NERC holidays).

"Resource Adequacy Benefits" means the rights and privileges attached to the Project that satisfy any entity's resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Project.

"RPS" means the California Renewables Portfolio Standard Program as codified at California Public Utilities Code Section 399.11 *et seq.*, and any decisions by the CPUC related thereto.

"Transmission Provider" means any entity or entities responsible for the interconnection of the Project with a Control Area or transmitting the California RPS-Eligible Electric Energy on behalf of Seller from the Project to the Delivery Point.

"WECC Business Practices" means the approved business practices of the Western Electric Coordinating Council.

"WECC ISAS" means the Western Electric Coordinating Council's Interchange Scheduling and Accounting Subcommittee.

"WREGIS" means the Western Region Electricity Generation Information System or other process recognized under applicable laws for the registration, transfer or ownership of Green Attributes.

"WREGIS Certificate" means "Certificate" as defined by WREGIS in the WREGIS Operating Rules.

"WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS.

ARTICLE 3 CONVEYANCE OF RENEWABLE ENERGY

3.1 Seller's Conveyance Of Electric Energy

For each month during the Delivery Period, Seller shall deliver and convey the electric energy associated with the portion of Product (such portion defined as the quantity of electric energy stored in the applicable Storage Month) by delivering such Product to the Delivery Point through the use of Banking, Firming and Shaping.

3.2 Seller's Conveyance Of Capacity Attributes

Throughout the Delivery Period, Seller shall convey and sell, and SCE shall purchase and receive, the Capacity Attributes associated with the Product, subject to the terms and conditions of this Confirmation.

3.3 Seller's Conveyance Of Green Attributes

(a) Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

The Green Attributes are delivered and conveyed upon completion of all actions described in Section 3.3(b)(i) or 3.3(b)(ii), as applicable.

(b) Check One:

- i. **Green Attributes initially credited to Seller's WREGIS account.**

(A) During the Term, Seller, at its own cost and expense, shall maintain its registration with WREGIS and shall use best efforts to ensure that all Green Attributes transferred to Buyer under this Confirmation count towards Buyer's RPS requirements. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of Green Attributes to Buyer in accordance with WREGIS reporting protocols and WREGIS Operating Rules.

(B) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the electric energy delivered in Section 3.1 within five (5) Business Days after the end of the month in which the WREGIS Certificates for the Green Attributes are created by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of Green Attributes to Buyer into Buyer's WREGIS account such that all right, title and interest in and to the WREGIS Certificates shall transfer from Seller to Buyer provided that Seller shall not transfer any Green Attributes or WREGIS Certificates to Buyer before CPUC Approval is obtained or waived, and Buyer shall not be required to pay subsection (b) of the Monthly Cash Settlement Amount for any Green Attributes transferred before CPUC Approval is obtained or waived.

ii. **Green Attributes credited directly to Buyer's WREGIS account**

(A) During the Term, Buyer, at its own cost and expense, shall register, and maintain registration of the Project, with WREGIS. Seller and Buyer shall use best efforts to ensure that all WREGIS Certificates for the Project are credited to Buyer's WREGIS account, including completing applicable assignment forms provided by WREGIS. Following certification of the Project by the CEC as an RPS-eligible resource, all Green Attributes hereunder shall be designated California RPS-compliant with WREGIS.

3.4 [For California Projects only] Resource Adequacy Benefits

Seller shall dedicate and convey any and all Resource Adequacy Benefits generated by, associated with or attributable to the Project during the Term, to Buyer and Buyer shall be given sole title to all such Resource Adequacy Benefits and be entitled to use all such Resource Adequacy Benefits in its sole discretion.

3.5 Delivery Rate

Seller shall, subject to the other terms of this Confirmation, deliver the Product to Buyer, from the Confirmation Effective Date until such time as the Product has been delivered in full, at a rate not less than the rate at which electric energy is generated by the Project.

3.6 Further Assurances

Seller shall take all reasonable actions, including, but not limited to, amending this Confirmation, to ensure that the energy associated with the Green Attributes provided for hereunder qualifies as "delivered" energy into California within the meaning of the RPS; provided that such action does not result in a change in the original allocation of the economic benefits and burdens to Seller under this Confirmation as of the Confirmation Effective Date.

**ARTICLE 4
CPUC FILING AND APPROVAL**

Within forty-five (45) days after the execution date of this Confirmation, Buyer shall file with the CPUC the appropriate request for CPUC Approval. Buyer shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. Seller shall use commercially reasonable efforts to support Buyer in obtaining CPUC Approval. Buyer has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Agreement or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.

**ARTICLE 5
COMPENSATION**

Calculation Period: Each calendar month during the Delivery Period.

Monthly Cash Settlement Amount: Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period. The Monthly Cash Settlement Amount for a particular Calculation Period shall be equal to the sum of the following:
(a) the sum, over all hours of the Calculation Period, of the applicable Index price for each hour, multiplied by the quantity of WSPP Schedule C Energy or CAISO Energy scheduled, delivered and received by Buyer pursuant to Section 3.1 during the applicable hours; plus (b) the Above Index Component of the Energy Price $[\textit{price}]$ multiplied by the quantity of Green Attributes (in MWhs) delivered or credited to Buyer's WREGIS account pursuant to Section 3.3 during the applicable Calculation Period.

Payment Date: Notwithstanding any provision to the contrary in Section 9.2 of the Master Agreement, payments of each Monthly Cash Settlement Amount by Buyer to Seller under this Confirmation shall be due and payable on or before the later of the twentieth (20th) day of the month in which the Buyer receives from Seller an invoice for the Calculation Period to which the Monthly Cash Settlement Amount pertains, or within ten (10) Business Days, or, if such day is not a Business Day, then on the next Business Day, following receipt of an invoice issued by Seller for the applicable Calculation Period. The invoice shall include a statement detailing the portion of Product transferred to Buyer during the applicable Calculation Period.

Buyer is not obligated to pay for any Green Attributes that have not been properly transferred to Buyer's WREGIS account.

Invoices to Buyer will be sent by hard copy and PDF format to:

Southern California Edison Company
Attn: [REDACTED]/Renewable Alternative Power Contract Manager
GO1, Quad 4D, [REDACTED]
P.O. Box 800
Rosemead, CA 91770
Email: [REDACTED]@sce.com
Email 2: PPFDPowerSettle@sce.com

For purposes of this Confirmation, Buyer shall be deemed to have received an invoice upon the receipt of either the hard copy or PDF format of the invoice, whichever comes first.

Payment to Seller shall be made by electronic funds transfer pursuant to the following:

[name of bank]
[address]
[Tax ID #]
[ABA #]
[Account #]

ARTICLE 6 REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Seller's Representation, Warranties, and Covenants Related to Green Attributes

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.

~~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.~~

"Commercially reasonable efforts" shall not require Seller to incur out-of-pocket expenses in excess of [amount] in the aggregate in any one calendar year between the Confirmation Effective Date and the last day of the Term.

~~Seller warrants that all necessary steps to allow the renewable energy credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.~~

In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Delivery Period, that:

- ~~(a) — all necessary steps have been taken to allow the Green Attributes associated with the Product either to be (i) tracked in Seller's WREGIS account and transferred to Buyer or (ii) credited to Buyer's WREGIS account;~~
- (a) ~~(b)~~ Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;
- (b) ~~(c)~~ Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
- (c) ~~(d)~~ at the time of delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;

- (d) ~~(e)~~—the electric energy generated with the Green Attributes delivered under this Confirmation was not and will not be separately sold, marketed, reported, or otherwise represented as renewable energy, renewable electricity, clean energy, zero-emission energy, or in any similar manner; and
- (e) ~~(f)~~—following certification of the Project by the CEC as an RPS-eligible resource, the Project and all electrical output from the Project is registered with WREGIS as California RPS-eligible.

6.2 Seller's Representation, Warranties, and Covenants Related to the Project

Seller warrants, represents and covenants that:

- (a) Seller shall, or shall cause the owner of the Project, to, inspect, maintain, and repair the Project in accordance with applicable industry standards, the Project's permit requirements, and Accepted Electrical Practices; and
- (b) Seller shall, or shall cause the owner of the Project to, abide by all applicable laws in operating the Project.

6.3 [If Project is in California] Seller's Representation, Warranties, and Covenants Related to Resource Adequacy Benefits

- (a) Seller shall comply with, or cause the owner of the Project to comply with, all Applicable Laws relating to resource adequacy and local area reliability, and Seller will provide, or cause the owner of the Project to provide, requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering Resource Adequacy Benefits under Applicable Laws, to certify or qualify the Contract Quantity for resource adequacy and local area reliability purposes;
- (b) Seller represents and warrants that no portion of the Product has been committed to any third party in order to satisfy resource adequacy or analogous obligations in CAISO or non-CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Project's owner or operator;
- (c) No portion of the Project has been committed by Seller in order to satisfy resource adequacy or analogous obligations in any non-CAISO market; and
- (d) Each Project is connected to the CAISO Grid, is within the CAISO Control Area, and is under the control of CAISO.

ARTICLE 7 GENERAL PROVISIONS

7.1 Buyer Audit Rights

In addition to any audit rights that Buyer may have under the Master Agreement, Seller shall, along with the initial invoice sent to Buyer by Seller under this Confirmation for any calendar year during the Term and at other times as may be requested by Buyer, provide documentation, which may include, for example, meter data as recorded by a meter approved by the Project's governing balancing authority, sufficient to demonstrate that the Product has been conveyed and delivered, subject to the terms of this Confirmation, to Buyer.

Seller shall, at its own cost and expense, instruct WREGIS to provide Buyer with a WREGIS-produced report of the generation activity from the Project following each month that the Project generates energy that is being used to complete the delivery of the Product. Such information shall be limited to the

amount of electric energy generated by the Project during the Term, and shall not include any information or reference to the transfer of WREGIS Certificates from Seller's account to any other entity.

7.2 Rights and Remedies Related to Exclusivity

Notwithstanding anything to the contrary in the Master Agreement, including Section 22.2 and 22.3, Seller acknowledges and agrees that irreparable damage would occur in the event of any breach by Buyer of its obligations under Sections 3.1, 3.2, 3.3, and 3.4 and that money damages may not be a sufficient remedy for any such breach, and that Buyer shall be entitled, without the requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy in any court of competent jurisdiction notwithstanding the obligation to submit all other disputes (including claims for monetary damages under this Confirmation) to dispute resolution pursuant to Section 34 of the Master Agreement.

Such a request for provisional relief does not waive Buyer's right to seek other remedies for any breach of its obligation to convey the Product and associated Green Attributes exclusively to Buyer in accordance with this Confirmation, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in the Agreement, or if the Agreement does not specify a remedy for the breach, all other remedies available at law or equity to the Parties for the breach.

7.3 Forecasted Generation

Five (5) Business Days before the first (1st) of each November during the Delivery Period, Seller shall provide to Buyer the estimated electric generation from the Project forecast for that November and the following month, December. Six (6) Business Days before the first (1st) of each December during the Delivery Period, Seller shall provide Buyer with an updated estimate of generation from the Project forecast for that December. Such estimates shall be of the same type of information Seller relies on in its normal course of business.

The Parties acknowledge and agree that any such estimate or forecast provided under this Section 7.3 is for informational purposes only and does not obligate or commit Seller to provide or deliver such estimated or forecasted energy to Buyer.

7.4 [If Project consists of Pooled Facilities] Facility Identification

Within five (5) Business Days after the end of each month during the Delivery Period, Seller shall (a) identify the facility(s) from the Pooled Facility t that the Product was delivered from for that month; (b) provide estimates of the quantity of Product that will be provided in the next month and the facility(s) from which it will be provided.

7.5 Prevailing Wage

To the extent applicable, Seller shall comply with the prevailing wage requirements of Public Utilities Code Section 339.14, subdivision (h).

7.6 Obligation To Deliver WREGIS Certificates

Notwithstanding anything to the contrary contained in the Master Agreement, if Seller terminates all transaction under Section 22.2 of the Master Agreement, Seller shall not be permitted to suspend performance with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the Master Agreement, Seller shall not be permitted to suspend performance under Section 22.2 the Master Agreement with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation.

Notwithstanding anything to the contrary contained in the Master Agreement, the obligation to transfer WREGIS Certificates associated with Green Attributes that Buyer has already paid for pursuant to Article Five of this Confirmation shall survive the termination of this Transaction.

ARTICLE 8 GOVERNING LAW

8.1 Application to Transaction

Notwithstanding Article 24 of the Master Agreement, for the purpose of the Transaction memorialized in this Confirmation, the provision set forth below will apply. This provision does not change the Governing Law applicable to any other Transaction entered into between the Parties under the Master Agreement.

8.2 Governing Law

GOVERNING LAW. THIS AGREEMENT 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 AGREEMENT.

-

ARTICLE 9 CREDIT AND COLLATERAL

9.1 General Provisions

Both Parties agree that Section 27 of the Master Agreement shall not apply to this Confirmation. All implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.

9.2 Seller Collateral Requirements

Notwithstanding anything to the contrary contained in the Master Agreement, Seller shall provide to, and maintain with, Buyer, collateral, in the form of a cash deposit or Letter of Credit acceptable to SCE, as long as Seller or its Guarantor, if any, does not maintain Credit Ratings of at least BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch. The collateral amount shall be equal to \$ [REDACTED] [25% of the total notional value of the forecasted Contract Quantity, multiplied by the Above Index Component of the Energy Price, for all hours remaining in the current Calculation Period and all remaining Calculation Periods in the Delivery Period. The collateral shall be posted with SCE upon the earlier of a) within five (5) Business Days following the Confirmation Effective Date or b) within five (5) Business Days of Seller's or its Guarantor's Credit Ratings falling below BBB- from S&P, Baa3 from Moody's, or BBB- from Fitch.

ARTICLE 10 CONFIDENTIALITY

Without limiting the provisions of Section 30 of the Master Agreement, Buyer agrees that, in connection with the filing of this Confirmation with any regulatory agency, Buyer shall make an appropriate request that all of the terms and conditions of this Confirmation be held in strict confidence and preserved from disclosure to any third party consistent with applicable law; provided that each of Buyer and Seller may disclose the following information:

- (1) Party names;
- (2) Resource;
- (3) Term;
- (4) Project location;
- (5) Capacity of each Project;
- (6) The fact that the Project is on-line and delivering;
- (7) Delivery Point; and
- (8) The quantity of California RPS-eligible electric energy to be delivered under this Confirmation.

ARTICLE ELEVEN TERMINATION

Notwithstanding anything to the contrary in the Master Agreement, the Parties shall determine the Termination Payment for this Transaction in accordance with Sections 22.2 and 22.3 of the Master Agreement. Furthermore, with respect to this Transaction only, the following language is to be added at the end of Section 22.3:

“If Buyer is the Non-Defaulting party and Buyer reasonably expects to incur penalties or fines from the CPUC, the CAISO or any other governmental entity for failure to meet RPS requirements due to Seller’s Event of Default, then Buyer may, in good faith, estimate the amount of those penalties or fines and include this estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties or fines are finally ascertained. The rights and obligations with respect to determining and paying any Termination Payment and any dispute resolution with respect thereto, shall survive termination of this Transaction and shall continue until after those penalties or fines are finally ascertained.”

ARTICLE TWELVE

ADDITIONAL EVENTS OF DEFAULT

It shall constitute an Event of Default as to Seller under Section 22.1 of the Master Agreement if:

- (a) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, or any benefits derived therefrom, to any party other than SCE or CAISO;
- (b) Any electric energy provided by Seller under this Confirmation is determined to have originated from a non-ERR resource; or
- (c) Seller or the Project owner fails to maintain CEC Certification or LORS Certification, as applicable, for the Project from the CEC; or
- (d) The Project fails to begin operation within six (6) months of the Confirmation Effective Date.

ACKNOWLEDGED AND AGREED TO **[DATE]**:

[SELLER]

By: _____

Name: _____

Title: _____

Date: **[DATE]**

SOUTHERN CALIFORNIA EDISON COMPANY

By: _____

Name: _____

Title: _____

Date: **[DATE]**

Document comparison by Workshare Professional on Wednesday, April 07, 2010
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Input:	
Document 1 ID	PowerDocs://LAW/1692642/1
Description	LAW-#1692642-v1-R.08-08-009_2010_RPS_Procurement_Plan_-_Attachment_2-9_2010_Pro_Forma_WSPP_Confirmation_for_As-Available_Product
Document 2 ID	PowerDocs://LAW/1715225/1
Description	LAW-#1715225-v1-R.08-08-009_Amended_2010_RPS_Procurement_Plan_-_Attachment_2-9_Amended_2010_Pro_Forma_WSPP_Confirmation_for_As-Available_Product
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	9
Deletions	7
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	16

ATTACHMENT 2-10

Second Amended 2010 Form of Seller's Proposal



SOUTHERN CALIFORNIA
EDISON[®]

An *EDISON INTERNATIONAL*[®] Company

2010
Request for Proposals
from
Eligible Renewable Resource Suppliers
for
Renewable Products

Appendix C
Form of Seller's Proposal

Posted TBD, 2010

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LIST OF EXHIBITS

(Exhibits immediately follow ARTICLE FIVE of this Appendix C)

- A. Proposal Checklists.
- B. Form of Seller's Transmittal Letter.
- C. Seller's Acknowledgements.
- D. Non-Disclosure Agreements.
 - D-1. Short-Term NDA.
 - D-2. Long-Term NDA.
- E. Form of Letter of Credit for Short-List Deposit.
- F. Form of Draw Certificate.

ARTICLE ONE. INTRODUCTION.

This Appendix C sets forth the information, documents and data that each Seller must include with its Proposal.

It is intended to identify the requirements for all Proposals, including those based upon new, repowered and existing generating facilities.

A checklist of Seller's submittal obligations is included in Exhibit A.

**** End of ARTICLE ONE ****

ARTICLE TWO. STRUCTURE DUE DATE SUBMITTAL REQUIREMENTS.

2.01 The following files must be emailed as attachment files to SCE by the Structure Due Date set forth in the Procurement Protocol:

- (a) The “Proposal Structure Letter”
- (b) The “Seller’s Proposal Template and Calculator”
- (c) The “Outline of Contract Terms and Conditions” or “Mark-up of Pro Forma Agreement” (depending on whether Seller’s Proposal is for Standard Bundled Energy Product, Standard REC-Only Bundled Energy Product, Moderately Short-term Bundled Energy Product, Moderately Short-term REC-Only Bundled Energy Product, REC Product, Very Short-term Bundled Energy Product or Very Short-term REC-Only Bundled Energy Product”).

Note: These are the only materials that are to be emailed. The remaining proposal materials (described ARTICLE Four below) must be saved onto a USB flash or thumb drive and physically mailed to SCE (as set forth in ARTICLE Three below).

2.02 The above attachments (2.01 (a), (b) and (c)) must be saved and emailed as follows:

- (a) One (1) Proposal Structure Letter describing all submittals, Projects and Project Options (including any mutual exclusivity and/or any other selection limitation), in an MS Word (*.doc) or Acrobat (*.pdf) file,
- (b) One (1) Seller’s Proposal Template and Calculator for each Project and for each Project Option (flat v. escalating price, 15-year v. 20-year term, etc.) pertaining to the same Project in an MS Excel (*.xls) file,¹ and
- (c) For:
 - (i) Standard Bundled Energy Products, Standard REC-Only Bundled Energy Products, Moderately Short-term REC-Only Bundled Products or Moderately Short-term Bundled Energy Products, one (1) Outline of Contract Terms and Conditions in an MS Excel (*.xls) file for each Agreement that Seller intends to negotiate if short-listed, or
 - (ii) For Very Short-term Bundled Energy Products, Very Short-term REC-Only Bundled Energy Products, or REC Products, one (1) mark-up of Seller’s proposed changes to the applicable Pro Forma Agreement set forth in Appendix B-2, B-3, B-4, B-5 and B-6 of the Procurement Protocol in both clean and redline formats as an MS Word (*.doc) file

¹ Please note that the required contract price options related to potential curtailment as described in the Protocol are all to be inputted in one (1) Seller’s Proposal Template and Calculator.

for each individual Agreement that Seller intends to negotiate if short-listed.

Note: With exception of the Proposal Structure Letter, please be certain ***not*** to send any of the above files in Acrobat (*.pdf) format.

2.03 Seller's email message must be sent to:

(a) SCE at RenewableProposals@SCE.com, and

(b) SCE's Independent Evaluator at sce2010renewRFP@vhcie.com

2.04 The subject line, of the email message, must be written as follows:
“*Short Form of Seller's Name*, 2010 SCE RenewRFP (Email 1 of 1)”.

2.05 The size of Seller's email message must be *less than* the eight (8) megabyte limit of SCE's email server. If it is necessary for Seller to send more than one email due to this limitation, Seller must change the subject line to, for example:

“*Short Form of Seller's Name*, 2010 SCE RenewRFP (Email 1 of 2)” and

“*Short Form of Seller's Name*, 2010 SCE RenewRFP (Email 2 of 2)”.

*** *End of ARTICLE TWO* ***

ARTICLE THREE. PROPOSAL DUE DATE SUBMITTAL REQUIREMENTS.

The following submittal instructions pertain to each Project (e.g., Gusty Wind Facility located at New Town Site).

If Seller has multiple Projects to propose (e.g., Sunny Solar Facility located at New Town Site, Gusty Wind Facility located at Old Town Site, etc.), then Seller must follow the submittal instructions below for each such Project.

Project options – e.g., flat v. escalating pricing, or 15-year v. 20-year terms – (each, a “Project Option”) pertaining to a particular Project can be presented in the same submittal package in accordance with the requirements set forth below.

Note: A separate Seller’s Proposal Template and Calculator file, as described above in ARTICLE TWO, is required for each Project Option.

3.01 Seller’s Proposal e-Binder.

- (a) Printed copies are no longer required.
- (b) For each Project, Seller must now submit an electronic version of the Proposal binder (“Proposal e-Binder”). One Proposal e-Binder may contain information describing any Project Options, but only with respect to that Project.
- (c) Seller must physically mail or otherwise deliver to SCE two (2) USB flash drives (each, a “Flash Drive”) for each Proposal e-Binder.
 - (i) One (1) Flash Drive is for SCE.
 - (ii) One (1) Flash Drive is for the Independent Evaluator.
- (d) Seller must affix a label that:
 - (i) Is securely bound to each Flash Drive (i.e., 2 labels for each Project/Proposal e-Binder), and
 - (ii) Clearly indicates the Project name.
- (e) The contents of each Flash Drive shall ideally contain thirteen (13) files, each file corresponding to each of the thirteen (13) sections described in ARTICLE Four. If Seller is unable to do this (e.g., Seller has multiple files pertaining to a given section described in ARTICLE Four), then SCE requests Seller to create thirteen (13) directories on the Flash Drive, each directory corresponding to each of the thirteen (13) sections described in ARTICLE Four, with each directory containing the respective file(s).

- (f) If Seller does not have, or is unable to, obtain any of the information or documents called for in ARTICLE Four or if any of the requirements set forth in this Appendix C do not apply to a particular Seller's Proposal, **Seller must clearly indicate (via a file or files saved onto the Flash Drive) which information or document is missing and the reason it is not included in Seller's Proposal.**

3.02 Adobe Acrobat (*.pdf) Files.

As described below in ARTICLE Four, in many instances SCE will accept certain submissions in either MS Word (*.doc) or Adobe Acrobat (*.pdf) format. If Seller chooses to send those files as a PDF, they must be searchable files so that SCE may be able to use the Adobe search function to easily locate particular words or phrases within the respective files.

Therefore, ***do not scan*** a document with a scanner device to create the PDF. Scanned files are not searchable. Instead, ensure that you have the professional version of Adobe Acrobat, and then ***print*** the file to Adobe by selecting "Adobe PDF" from your printer drop-down menu. A printed-to-Adobe PDF file is searchable.

3.03 SCE's Mailing Address.

Seller must mail the Proposal Binders and the Originals Envelope to SCE at the following address:

Southern California Edison Company
2244 Walnut Grove Avenue, Quad 4D
Rosemead, CA 91770

Attention: TBD
Renewable and Alternative Power
626-302-XXXX

*** *End of ARTICLE THREE* ***

ARTICLE FOUR. PROPOSAL E-BINDER CONTENTS.

Seller's Proposal e-Binder must be organized into the following sections:

4.01 File (or Directory) #1, Transmittal Letter.

Seller must compose and sign a Transmittal Letter, substantially in the form of Exhibit B, which:

- (a) Discloses the Generating Facility Name;
- (b) Discloses the City, County and State of the Site location;
- (c) Summarizes the Technology;
- (d) Highlights some key benefits to SCE; and
- (e) Discloses any project options (such as term length and/or alternate prices that Seller is proposing for the project).
- (f) If Seller's Proposal is based upon an existing Generating Facility that is currently under contract to provide electric energy, and Seller proposes to sell Product to SCE upon the termination of the existing agreement, the Transmittal Letter must include all of the information set forth in Section 2.05(a) of the Procurement Protocol.
- (g) If Seller's Proposal is based upon the early termination of an existing power purchase agreement, Seller must provide the information set forth in Section 2.05(b) of the Procurement Protocol.
- (h) If Seller's Proposal is based upon the repowering or expansion of an existing Generating Facility during the term of an existing power purchase agreement, the Transmittal Letter must contain the information set forth in Section 2.05(c) of the Procurement Protocol.

****Acceptable format of Transmittal Letter: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).**

4.02 File or (Directory #2), Seller's Acknowledgements.

- (a) Seller must compose and sign a Seller's Acknowledgements document included in Attachment 1 of Exhibit B.
- (b) If Seller will be a joint venture between or among two or more entities, Seller's Acknowledgements must be modified so that each entity in the joint venture executes the Seller's Acknowledgements.

****Acceptable format: Seller must submit *both*:**

- (i) A signed and dated Acrobat (*.pdf) version of the Seller's Acknowledgements, and
- (ii) A clean MS Word (*.doc) version of the Seller's Acknowledgements that is identical to the signed and dated Acrobat (*.pdf) version above (SCE will use this document to make a redlined comparison to SCE's pro forma Seller's Acknowledgements).

4.03 File (or Directory) #3, Generating Facility Description.

- (a) A written description of the Generating Facility, not to exceed ten (10) single-spaced pages, which contains at least the following information:
 - (i) A description of the electricity generation process sufficient to establish to SCE's satisfaction that the Generating Facility will deliver energy generated by means of one or more Eligible Renewable Energy Resources ("ERRs").
 - (ii) Information about the major and auxiliary equipment of the Generating Facility, including descriptions of:
 - 1) The sizing criteria used for each generating unit;
 - 2) How the number of required generating units was determined;
 - 3) How the annual maximum electric energy production amount was determined;
 - 4) What method and/or data was used to create the typical meteorological year ("TMY") generation profile; and
 - 5) Any possible or anticipated manufacturing supply chain constraints or issues with producing any major and auxiliary equipment² (or, a statement confirming, to the best of Seller's knowledge, that there are no known or anticipated supply chain constraints).
 - (iii) A description of the fuel supply arrangements, including the expected lifetime of the fuel supply and the provisions for delivering the fuel to the Site.

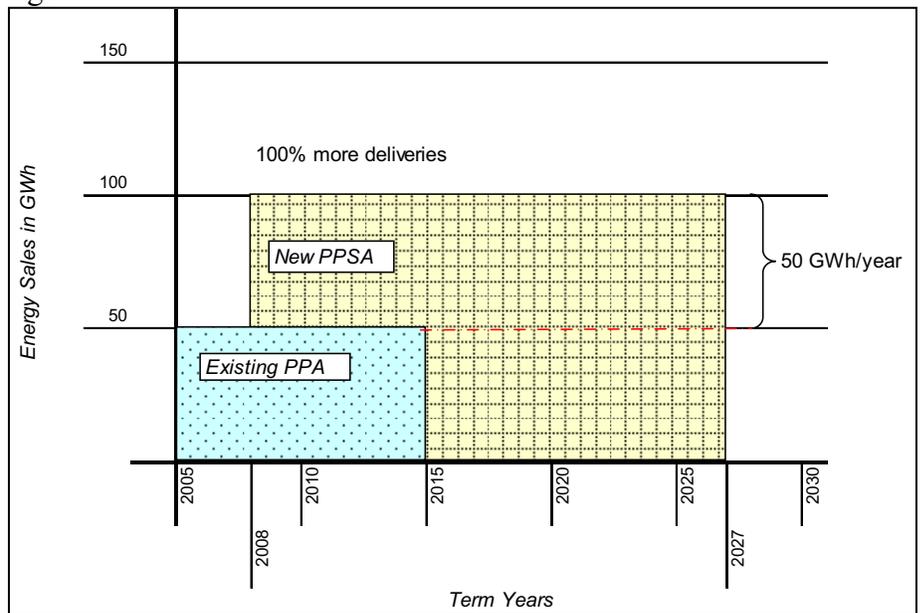
² Examples of a manufacturing supply chain constraint may include, but are not limited to, if project development is dependent on new manufacturing capacity, if project will rely on equipment of proprietary technical design for its key component(s), if that proprietary technical design is not currently in use commercially, or if project development is dependent on new manufacturing capacity.

For biomass projects, specify the quantity of fuel resources currently under contract, if any, as well as all assumptions made about obtaining fuel resources not currently under contract.

- (iv) A description of all the interconnection utility systems, *excluding* the electrical interconnection, which must be addressed in Section 4.04.
 - (v) An estimate of the Generating Facility's useful life, including any remaining life after the expiration of the Agreement.
- (b) A Site Plan drawing showing the location of the major Generating Facility equipment, structures, buildings, roadways and features as well as the routes for all interconnecting utility lines.
- (c) If Seller's Proposal is based upon a proposed Generating Facility, an artist's rendering of the Generating Facility, if available.
- (d) If Seller's Proposal is based upon an existing Generating Facility, pictures of the Generating Facility, including:
- (i) Entrance sign;
 - (ii) Overall site;
 - (iii) Major structures;
 - (iv) Control Room;
 - (v) Major mechanical equipment;
 - (vi) Electric energy generator;
 - (vii) Electric energy generator nameplate;
 - (viii) Switchyard; and
 - (ix) Interconnecting transmission system.
- (e) If Seller's Proposal is based upon a wind power Generating Facility, a:
- (i) Copy of the appropriate manufacturers' wind turbine specifications for each new and existing wind turbine model;
 - (ii) Simplified one-line diagram of the electric energy collection system;
 - (iii) Site plan drawing, showing wind turbine and access roadway locations;

- (iv) Copy of Seller's most recent wind report; and
 - (v) Description of all data (including source) and the time frame to which the data pertains, used to derive the Energy Price.
- (f) If Seller's Proposal is based upon a geothermal Generating Facility, a:
- (i) Copy of the appropriate manufacturers turbine specifications, if available;
 - (ii) Simplified one-line diagram of the electric energy collection system;
 - (iii) Site plan drawing showing turbine and access roadway locations;
 - (iv) Copy of Seller's most recent geothermal reservoir report; and
 - (v) Description of all geotechnical data (including source) and the time frame to which the data pertains, used to derive the Energy Price.
- (g) If Seller's Proposal is based upon a solar Generating Facility, a:
- (i) Copy of the appropriate manufacturers turbine specifications for each new and existing turbine model;
 - (ii) Simplified one-line diagram of the electric energy collection system;
 - (iii) Site plan drawing showing turbine and access roadway locations;
 - (iv) Copy of Seller's most recent solar resource evaluation report; and.
 - (v) Description of all data (including source) and the time frame to which the data pertains, used to derive the Energy Price.
- (h) If Seller's Proposal is based upon any other renewable resource fuel, a:
- (i) Copy of the appropriate manufacturers turbine specifications for each new and existing turbine model;
 - (ii) Simplified one-line diagram of the electric energy collection system;
 - (iii) Site plan drawing showing turbine and access roadway locations; and
 - (iv) Copy of Seller's most recent renewable resource evaluation report, if applicable.
- (i) If Seller's Proposal assumes the use of an existing Generating Facility:

- (i) The full name of the existing Generating Facility, as well as any contract identification number or any other information that may help SCE to identify the Generating Facility, in accordance with Section 2.05 of the Procurement Protocol and Section 4.03 of this Appendix C;
- (ii) If the Proposal is based upon a proposed increase in the electrical energy output from an existing Generating Facility above historical levels:
 - 1) A description of the technical or contractual means by which the Generating Facility will be able to achieve the increase; and
 - 2) A electric energy generation forecast diagram similar to the figure below:



- (j) In adopting the Renewables Portfolio Standard (“RPS”) legislation, codified at California Public Utilities Code § 399.11 *et seq.*, the Legislature declared that the California RPS program may promote a number of social and environmental benefits. Seller’s Proposal should explain how its Generating Facility provides one or more of the following benefits, if any:
 - (i) Increasing the diversity, reliability, public health and environmental benefits of the energy mix;
 - (ii) Promoting stable electricity prices;
 - (iii) Protecting public health;

- (iv) Improving environmental quality;
 - (v) Stimulating sustainable economic development;
 - (vi) Creating new employment opportunities;
 - (vii) Reducing reliance on imported fuels;
 - (viii) Ameliorating air quality problems;
 - (ix) Improving public health by reducing the burning of fossil fuels; and
 - (x) Providing tangible demonstrable benefits to communities with a plurality of minority or low-income populations.
- (k) Seller's Proposal should identify the Generating Facility's environmental impacts on California's water quality and use, including any particular benefits that will assist in improving water resource management consistent with the California Public Utilities Commission's Water Action Plan adopted on December 15, 2005, Energy Action Plan II, and environmental stewardship generally.
- (l) In D.04-07-029, the California Public Utilities Commission identified benefits to low income or minority communities, environmental stewardship, local reliability and resource diversity as qualitative attributes to be considered in SCE's evaluation process. Seller's Proposal should describe how its Generating Facility provides any of these benefits.

****Acceptable format of Generating Facility description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).**

4.04 File (or Directory) #4, Electrical Interconnection.

- (a) Seller's interconnection agreement must reflect that the Generating Facility has Full Capacity Deliverability Status as such term is defined in the CAISO Tariff.
- (b) For the electrical interconnection facilities, transmission lines or distribution lines that are or will interconnect Seller's Generating Facility to the Transmission Provider:
 - (i) A written description of Seller's plan to interconnect the Generating Facility with the Transmission Provider's existing transmission or distribution system including the name of the nearest substation and/or interconnecting transmission/distribution line;

- (ii) A written description of any assumptions related to Seller’s interconnection plan that Seller may have made during the development of its Proposal and the basis for such assumptions;
 - (iii) A simplified one-line diagram and a transmission map showing the California Independent System Operator (“CAISO”) Grid location that Seller is proposing as the Delivery Point;
 - (iv) If Seller’s Proposal is based upon a Delivery Point outside of the CAISO Grid, a simplified one-line diagram and a transmission map showing:
 - 1) Seller’s proposed Delivery Point; and
 - 2) The CAISO Grid location closest to the Generating Facility.
- (c) For the Interconnection Agreement and transmission service agreement with the Transmission Provider and any required Network Upgrades:
- (i) The name of the Transmission Provider;
 - (ii) A copy of a completed draft of the CAISO’s or Transmission Provider’s Interconnection Applications;
 - (iii) A copy of any agreements with the CAISO or Transmission Provider to perform a Feasibility Study, System Impact Study, or Facilities Study;
 - (iv) A copy of any completed Feasibility Study, System Impact Study, or Facilities Study, Phase One Study or Phase Two Study;
 - (v) A copy of any executed Interconnection Agreement and transmission service agreement;
 - (vi) A reference to the appropriate section of the Transmission Provider’s Transmission Ranking Cost Report, if applicable, and the applicable cluster referred to in Transmission Provider’s Transmission Ranking Cost Report identified by name of the substation or generating station and the utility that owns it;
 - (vii) A written description of needed transmission, distribution, interconnection and gen-tie requirement, including the amount of transmission and network upgrades costs that any Transmission Provider under the jurisdiction of the CAISO must reimburse to Seller;
 - (viii) The estimated capital cost of the Network Upgrades that Seller has used in the development of its proposed Energy Price;

- (ix) A schedule of Seller's estimated funding requirements for the Network Upgrades;
- (x) An estimate of the schedule of payments that Seller anticipates receiving from the Transmission Provider to reimburse Seller for funding the Network Upgrade costs, if any;
- (xi) Anticipated on line date and interconnection in-service date and an explanation for the basis for Sellers assumptions about those dates; and
- (xii) Queue position number, if available.

**Acceptable format of Electrical Interconnection description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.05 File (or Directory) #5, Delivery Point and Manner of Delivery.

Seller must clearly describe the specific location (i.e., the “Delivery Point”) where the Seller will deliver to SCE the Project's electrical energy. Seller shall include in its description the answers the following questions:

- (a) Is the Delivery Point the same location as the Point of Interconnection between the Project and the local transmission system?
- (b) Are the Delivery Point and the Point of Interconnection both within the CAISO control area?
- (c) If the Delivery Point is beyond the Point of Interconnection *and* outside the CAISO control area, then:
 - (i) How will Seller transmit the energy from the Project to the Delivery Point? (e.g., Seller will transmit the energy itself from the Project to the Delivery Point, Seller will cause a third party to handle the delivery, Seller intends to assign to SCE firm transmission service from the busbar to the Delivery Point and expects SCE to wheel energy to the Delivery Point (Note: SCE is highly unlikely to pursue this last example.)
 - (ii) Does Seller possess (or expect to acquire) firm transmission from the Project to the Delivery Point?
 - (iii) Will the energy be delivered to the Delivery Point as firmed energy (e.g., WSPP Schedule C)?
 - (iv) Will the energy be hourly firmed (e.g., WSPP Schedule C, but the quantity changes from hour-to-hour, as in the case of energy produced

from intermittent Projects) or will the energy be firmed and shaped (e.g., delivered in 25 MW per hour blocks on a 6x16 basis)?

- (v) What costs associated with delivering the energy to the Delivery Point are included/assumed in the Energy Price proposed to SCE? Wheeling charges based on firm transmission service? Line losses from the project to the Delivery Point? Imbalance Energy? Ancillary Service charges? Wind Integration charges?
- (vi) At what rate are you assuming for the charges immediately above, (e.g., current tariff rate)?

**Acceptable format of Delivery Point description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.06 File (or Directory) #6, Site.

- (a) The address of the Site.
- (b) A legal description of the Site (i.e., township(s), section and range of project or metes and bounds).
- (c) A description of Seller's legal control of the Site, including any necessary easements and rights-of-way.
- (d) A description of Seller's plan for acquiring control of any portions of the Site, easements and rights-of-way that it does not already control, along with a timeline for completing all associated activities.
- (e) A street map showing the location of the Generating Facility, access roadways and the rights-of-way for all interconnecting utilities.
- (f) An aerial picture of the Generating Facility Site from an internet site such as
 - (i) Windows Live Local (<http://local.live.com/>); or
 - (ii) Google Maps (<http://www.google.com/maphp?hl=en&q=&om=1>),along with a link to the website which shows the aerial photograph of the Generating Facility Site.

**Acceptable format of Site description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.07 File (or Directory) #7, Permitting.

- (a) A written description of all material applications, permits and approvals required to construct and operate the Generating Facility and all associated interconnecting utilities, including but not necessarily limited to:
 - (i) Conditional Use Permit;
 - (ii) Air Emission Permit;
 - (iii) Authority to Construct and Operate; or
 - (iv) Certificate of Public Convenience and Need.
- (b) A description of Seller's progress toward obtaining the material applications, permits and approvals.
- (c) Copies of any material permits and approvals that have already been received.
- (d) Copies of any applications filed with a state or local authority seeking authorization of the construction or operation of the Generating Facility.

If such application, permit and approval are unreasonably large relative to the size of the overall Proposal they may be submitted as one or more separate computer files.

- (e) A table which summarizes the air emission levels Seller anticipates will be established for the Generating Facility by the appropriate air permitting agency, if applicable, including:
 - (i) NO_x;
 - (ii) CO;
 - (iii) VOC (ROG); and
 - (iv) TSP (PM10).
- (f) A description of whether the Generating Facility will rely upon Emissions Reduction Credits ("ERC") in order to comply with the air emission limits and a description of Seller's strategy for obtaining them.
- (g) A written description of the operating limitations that the permits have or are reasonably expected to have, which may constrain the operation of the Generating Facility in some manner, including the:
 - (i) Maximum number of operating hours; and
 - (ii) Maximum number of starts per year;

**Acceptable format of Permitting description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.08 File (or Directory) #8, Bar Chart Schedule.

A one page bar chart schedule which clearly sets forth the dates and timelines for the key development, financing, permitting, engineering, procurement, construction and startup activities and written explanations of why Seller is confident the dates are realistic and achievable.

The schedule must be based upon the assumption that CPUC Approval will be obtained in the first quarter of 2011.

The schedule shall include, but shall not necessarily be limited to:

- (a) Obtaining Site Control;
- (b) Major equipment procurement;
- (c) Receiving notification from the CAISO that the Interconnection Application has been deemed complete;
- (d) If applicable, completing the Feasibility Study;
- (e) If applicable, completing the System Impact Study;
- (f) If applicable, completing the Facilities Study;
- (g) If applicable, receiving CAISO approval of the Facilities Study;
- (h) If applicable, completing the Phase One study;
- (i) If applicable, completing the Phase Two study;
- (j) Beginning the environmental permitting activities.
- (k) Issuing a notice to proceed for the construction contract;
- (l) Energizing the Interconnection Facilities; and
- (m) Beginning Initial Operation.

**Acceptable format of Bar Chart Schedule: Either MS Word or *searchable* Acrobat (*.pdf).

4.09 File (or Directory) #9, Seller's Corporate Structure.

- (a) Seller must provide an organizational chart showing each level of Seller's ownership up to the ultimate parent.
- (b) Seller must also provide a description of the Generating Facility's corporate sponsor(s) which includes:
 - (i) Seller's exact and complete name, form of organization (e.g., corporation, limited liability company, etc.) and state of incorporation or organization.
 - (ii) The address of Seller's principal business office.
 - (iii) A description of Seller's principal business.
 - (iv) A description of Seller's experience in developing, financing, owning and operating all types of generating facilities as well as generating facilities of the type and size that are the basis of Seller's Proposal.
 - (v) If Seller is a subsidiary of any other corporation, a description of Seller's ultimate corporate parent, including:
 - (vi) Each of Seller's members, if Seller is a consortium or other association or organization (identifying the controlling member); or
 - (vii) Each member of the group of persons acting in concert if Seller is a group or member of a group acting in concert for purposes of this Proposal (identifying the controlling member).
- (c) If Seller is a direct or indirect subsidiary or affiliate of any other corporation, Seller must provide a description of Seller's ultimate corporate parent for:
 - (i) Each of Seller's general partners, if Seller is a partnership;
 - (ii) Each of Seller's joint venturers, if Seller is a joint venture, along with the identity of the controlling joint venturer;
 - (iii) Each of Seller's members, if Seller is a limited liability company, along with the identity of all managers and officers; and
 - (iv) Each member of a consortium or other association, organization or group of persons acting in concert, if Seller is a group or a member of a group acting in concert for purposes of this RFP, along with the identity of the controlling group members.
- (d) In the case of partnerships, joint ventures, consortia, or other associations or groups, the Seller must provide information sufficient for SCE to identify the ultimate corporate parent if the general partner, venturer, controlling member

or other relevant actor or agent is a direct or indirect subsidiary or affiliate of another corporation.

- (e) If Seller proposes to provide a guaranty to SCE, the information required above with respect to Seller's Guarantor, if any.
- (f) Seller's, or Seller's Guarantor's, Moody's and Standard and Poor's senior unsecured debt rating or, if such entities do not have a senior unsecured debt rating, then Seller's or Seller's Guarantor's corporate credit rating or long term issuer rating, if any.

**Acceptable format of Seller's Corporate Structure description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.10 File (or Directory) #10, Seller's Development Team.

The name, address, telephone number, email address, specialty and relevant generating facility development, financing, ownership and operational experience of each member of Seller's development team including, but not necessarily limited to:

- (a) Construction period lender;
- (b) Operating period lender;
- (c) Financial advisor;
- (d) Environmental consultant;
- (e) Owner's engineer;
- (f) Construction contractor;
- (g) Transmission consultant; and
- (h) Legal counsel.

**Acceptable format of Seller's Development Team description: Either MS Word (*.doc) or Acrobat (*.pdf).

4.11 File (or Directory) #11, Generating Facility Financing.

- (a) A description of the role of Seller in the preparation of the Proposal and in the long term ownership of the Generating Facility.
- (b) A description of the anticipated long-term ownership structure of the Generating Facility, including the process and timing associated with finding additional equity investors, if required.

- (c) A description of any anticipated construction period financing, including the sources of equity investments and debt financings.
- (d) A description of any anticipated operating period financing, including the sources of equity investments and debt financings.

**Acceptable format of Generating Facility Financing description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.12 File (or Directory) #12, Seller's Financial Information.

- (a) Copies (or file containing website address) of Seller's:
 - (i) Annual Report to shareholders or Annual Report on Form 10-K as filed with the Securities and Exchange Commission ("SEC") containing audited financial statements of Seller;
 - (ii) All subsequent quarterly filings on Form 10-Q, as filed with the SEC; and
 - (iii) If applicable, for each entity identified on the Seller's Proposal Template that is required to file reports under the Securities Exchange Act of 1934, the Annual Report to shareholders or Annual Report on Form 10-K for the past two fiscal years as filed with the SEC containing audited financial reports and all subsequent quarterly filings on Form 10-Q as filed with the SEC for each such entity.
- (b) If none of the foregoing applies, Seller shall supply a Dun and Bradstreet report for each entity identified on the Seller's Proposal Template and either:
 - (i) Most recent copies of audited financial statements, including a certified independent accountant's report thereon, of the Seller, or, if applicable, for each person or entity identified in the Seller's Proposal Template for at least the three prior full fiscal years or, if shorter, the life of the relevant entity; or
 - (ii) A description of the business of each such person or entity and of the material matters relating to such business, including all matters that would be required to be disclosed if such entity were subject to the disclosure requirements of Items 3 and 7 of Form 10-K.
- (c) Any additional disclosure that may be necessary for Financial Accounting Standard Boards Interpretation No. 46 (R) purposes will not be required of Seller until after the creation of SCE's Short-List.

**Acceptable format of Seller’s Financial Information description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.13 File (or Directory) #13, Project Viability Calculator.

The CPUC has issued a project viability calculator (“PVC”) to standardize project viability criteria for the purpose of increasing transparency and uniformity of the California Investor-Owned Utilities’ procurement of renewable energy through its RPS solicitation process.

Appendix E - The PVC is provided in Appendix E to the Procurement Protocol, which is located at <http://www.SCE.com/renewRFP>.

SCE will score each Project’s qualitative attributes using the PVC. But SCE also requires each Seller to self-assess its own Projects’ qualitative attributes. **Therefore, as part of a complete and conforming Proposal e-Binder for each Project submitted pursuant to this RFP, Sellers must:**

- (a) Download the PVC from <http://www.SCE.com/renewRFP>;
- (b) Input the appropriate scores in the yellow cells in the “Calculator” tab, using the guidelines provided in the “Criteria_Scoring Guidelines” tab;

**Acceptable format of PVC: MS Excel (*.xls).

*** *End of ARTICLE FOUR* ***

ARTICLE FIVE. NAMING CONVENTION OF ELECTRONIC FILES.

5.01 Due on the Structure Due Date.

By the Structure Due Date, Seller must submit the following computer files shall be organized as follows:

- (a) The file created in order to send the Proposal Structure Letter in email form as set forth in ARTICLE Two.

File Name:

“*[Short Form of Seller’s Name]*_SCE RFP Structure”

- (b) The file created in order to send the Seller’s Proposal Template and Calculator in email form as set forth in ARTICLE Two.

File Name:

“*[Short Form of Seller’s Name]*_*[Project Name]*_*[Project Option]*_SCE RFP Template”

- (c) Depending on what type of Product is being offered in Seller’s Proposal, either:

The file created in order to send the Outline of Contract Terms and Conditions in email form as set forth in ARTICLE Two

File Name:

“*[Short Form of Seller’s Name]*_SCE RFP Outline”

or

The file created in order to send the Mark-up of Pro Forma Agreement in email form as set forth in ARTICLE Two

File Name:

“*[Short Form of Seller’s Name]*_SCE RFP Redlines”

5.02 Due on the Proposal Due Date.

The Proposal Due Date occurs one (1) week after the Structure Due Date.

By the Proposal Due Date, Seller must submit two (2) Flash Drives for each Proposal e-Binder shall be organized in a clear and logical manner that communicates to SCE the Project name and each of the thirteen (13) sections described in ARTICLE Four.

The contents of each Flash Drive shall ideally contain thirteen (13) files, each file corresponding to each of the thirteen (13) sections described in ARTICLE Four. If Seller is unable to do this (e.g., Seller has multiple files pertaining to a given section described

in ARTICLE Four), then SCE requests Seller to create thirteen (13) directories on the Flash Drive, each directory corresponding to each of the thirteen (13) sections described in ARTICLE Four, and each directory containing the respective file(s).

Please include the following in your file (or directory) name:

- (a) For File (or Directory) #1, Transmittal Letter:
Include “Transmittal Letter” in name.
- (b) For File or (Directory #2), Seller’s Acknowledgement:
Include “SA” in name.
- (c) For File (or Directory) #3, Generating Facility Description:
Include “Generating Facility” in name.
- (d) For File (or Directory) #4, Electrical Interconnection:
Include “Interconnection” in name.
- (e) For File (or Directory) #5, Delivery Point and Manner of Delivery:
Include “Delivery” in name.
- (f) For File (or Directory) #6, Site:
Include “Site” in name.
- (g) For File (or Directory) #7, Permitting:
Include “Permitting” in name.
- (h) For File (or Directory) #8, Bar Chart Schedule:
Include “Bar Chart” in name.
- (i) For File (or Directory) #9, Seller’s Corporate Structure:
Include “Transmittal Letter” in name.
- (j) For File (or Directory) #10, Seller’s Development Team:
Include “Team” in name.
- (k) For File (or Directory) #11, Generating Facility Financing:
Include “Financing” in name.
- (l) For File (or Directory) #12, Seller’s Financial Information:
Include “Financial” in name.
- (m) For File (or Directory) #13, Project Viability Calculator:
Include “PVC” in name.

5.03 Computer File Updates.

- (a) Seller may need to send one or more updates to any of the above files if, for example:
 - (i) Seller initially sent erroneous or outdated information,
 - (ii) Seller receives a copy of any correspondence from the CAISO or applicable Transmission Provider which deems Seller's interconnection application complete after the Proposal Due Date, and/or
 - (iii) Any agreement, study or analysis prepared by the CAISO or applicable Transmission Provider is received by Seller since the Proposal Due Date.
- (b) If Seller should need to send one or more updates to any of the above files:
 - (i) The respective file name(s) for such update(s) shall be written to logically communicate to SCE:
 - (ii) the version number (e.g., v2) of the update file, and
 - (iii) the file name it is replacing.
- (c) Seller must email all update file to *both*:
 - (i) SCE at Renewable Proposals@sce.com, and
 - (ii) the Independent Evaluator at sce2010renewRFP@vhcie.com.

*** *End of ARTICLE FIVE* ***

EXHIBIT A
Proposal Checklists

EXHIBIT A
Proposal Checklists

Proposal Checklist #1 (Page 1 of 1) <i>Due prior to 1:00 p.m. Pacific Prevailing Time on the Structure Due Date set forth in the Procurement Protocol.</i>				
<i>Item</i>	<i>File Quantity</i>	<i>Reference (in this Appendix C)</i>	<i>Manner of Submission*</i>	<i>File Format and File Name*</i>
Proposal Structure Letter	1 from each Seller describing all Projects and all Project Options	Article Two and Section 5.01	<ul style="list-style-type: none"> • Email files as attachments to: -RenewableProposals@sce.com -TBD • Email subject line: “Seller’s Name, 2010 SCE RenewRFP (X of X)” 	<ul style="list-style-type: none"> • *.doc or searchable *.pdf • Seller’s Name_SCE RFP Structure.doc (or *.pdf)
Seller’s Proposal Template and Calculator	1 for each Project and 1 for each Project Option	Article Two and Section 5.01		<ul style="list-style-type: none"> • *.xls • Seller’s Name_Project Name_Project Option, SCE RFP Template.xls
Outline of Contract Terms and Conditions or Mark-up of Pro Forma Agreement	1 for each Agreement that Seller intends to negotiate	Article Two and Section 5.01		<p>For Outline:</p> <ul style="list-style-type: none"> • *.xls • Seller’s Name_SCE RFP Outline.xls <p>For Mark-up:</p> <ul style="list-style-type: none"> • *.doc (in redline format) • Seller’s Name_SCE RFP Redlines.doc

* SCE asks that Seller shorten or abbreviate “**Seller’s Name**” in email subject line and file names.

Proposal Checklist #2 (Page 1 of 3)

*Due prior to 1:00 p.m. Pacific Prevailing Time
on the Proposal Due Date set forth in the Procurement Protocol.*

<i>Item</i>	<i>File Quantity</i>	<i>Reference (in this Appendix C)</i>	<i>Manner of Submission</i>	<i>File Format and File Name*</i>
Transmittal Letter	1 for each Project	Section 4.01 and Exhibit B		<ul style="list-style-type: none"> • .doc or <i>searchable</i> *.pdf • <i>Seller's Name</i>_Transmittal Letter.doc (or *.pdf)
Seller's Acknowledgement	2 total: <ul style="list-style-type: none"> • 1 signed by Seller • 1 in redline format showing any changes to SCE's pro forma SA 	Section 4.02 and Exhibit C	<ul style="list-style-type: none"> • 2 Flash Drives per each Project with 2 clear and secure labels attached 	For signed copy: <ul style="list-style-type: none"> • <i>searchable</i> *.pdf • <i>Seller's Name</i>_SA.pdf For unsigned copy: <ul style="list-style-type: none"> • *.doc (in redline format) • <i>Seller's Name</i>_SA.doc
Generating Facility Description	1 for each Project	Section 4.03	<ul style="list-style-type: none"> • Flash Drives to be physically mailed or otherwise delivered to SCE 	<ul style="list-style-type: none"> • .doc or <i>searchable</i> *.pdf • <i>Seller's Name</i>_Facility.doc (or *.pdf)
Electrical Interconnection	1 for each Project	Section 4.04		<ul style="list-style-type: none"> • .doc or <i>searchable</i> *.pdf • <i>Seller's Name</i>_Interconnection.doc (or *.pdf)
Delivery Point and Manner of Delivery	1 for each Project	Section 4.05		<ul style="list-style-type: none"> • .doc or <i>searchable</i> *.pdf • <i>Seller's Name</i>_Delivery.doc (or *.pdf)

* SCE asks that Seller shorten or abbreviate "*Seller's Name*" in file names.

Proposal Checklist #2 (Page 2 of 3)

*Due prior to 1:00 p.m. Pacific Prevailing Time
on the Proposal Due Date set forth in the Procurement Protocol.*

Item	File Quantity	Reference (in this Appendix C)	Manner of Submission	File Format and File Name*
Site	1 for each Project	Section 4.06		<ul style="list-style-type: none"> • *.doc or <i>searchable</i> *.pdf • <i>Seller's Name_Site.doc</i> (or *.pdf)
Permitting	1 for each Project	Section 4.07	<ul style="list-style-type: none"> • 2 Flash Drives per each Project with 2 clear and secure labels attached 	<ul style="list-style-type: none"> • *.doc or <i>searchable</i> *.pdf • <i>Seller's Name_Permitting.doc</i> (or *.pdf)
Bar Chart Schedule	1 for each Project	Section 4.08		<ul style="list-style-type: none"> • *.doc or <i>searchable</i> *.pdf • <i>Seller's Name_Bar Chart.doc</i> (or *.pdf)
Seller's Corporate Structure	1 for each Project	Section 4.09	<ul style="list-style-type: none"> • Flash Drives to be physically mailed or otherwise delivered to SCE 	<ul style="list-style-type: none"> • *.doc or <i>searchable</i> *.pdf • <i>Seller's Name_Corp Structure.doc</i> (or *.pdf)
Seller's Development Team	1 for each Project	Section 4.10		<ul style="list-style-type: none"> • *.doc or <i>searchable</i> *.pdf • <i>Seller's Name_Team.doc</i> (or *.pdf)
Generating Facility Financing	1 for each Project	Section 4.11		<ul style="list-style-type: none"> • *.doc or <i>searchable</i> *.pdf • <i>Seller's Name_Financing.doc</i> (or *.pdf)

* SCE asks that Seller shorten or abbreviate "*Seller's Name*" in file names.

Proposal Checklist #2 (Page 3 of 3)

*Due prior to 1:00 p.m. Pacific Prevailing Time
on the Proposal Due Date set forth in the Procurement Protocol.*

<i>Item</i>	<i>File Quantity</i>	<i>Reference (in this Appendix C)</i>	<i>Manner of Submission</i>	<i>File Format and File Name*</i>
Seller's Financial Information	1 for each Project	Section 4.12	<ul style="list-style-type: none"> • 2 Flash Drives per each Project with 2 clear and secure labels attached 	<ul style="list-style-type: none"> • *.doc or searchable *.pdf • <i>Seller's Name</i>_Financial Info.doc (or *.pdf)
Project Viability Calculator	1 for each Project <u>and</u> 1 for each Project Option	Section 4.13	<ul style="list-style-type: none"> • Flash Drives to be physically mailed or otherwise delivered to SCE 	<ul style="list-style-type: none"> • *.xls • <i>Seller's Name_Project Name_Project Option</i>, SCE RFP Template.xls

* SCE asks that Seller shorten or abbreviate "*Seller's Name*" in file names.

EXHIBIT B
Form of Seller's Transmittal Letter

[Insert Seller's Letterhead]

_____, 2010

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770

Attention: TBD

Renewable and Alternative Power

Subject: SCE's 2010 Request for Proposals
from Eligible Renewable Resource Supplier
for Electric Energy.

Regarding: *[Short Form of Seller's Name]* Proposal
for a *[ERR Technology]* Generating Facility

Dear TBD

[Please refer to Section 4.01 of this Appendix C for applicable content.]

Very truly yours,

[A person with authority to legally bind Seller]

Name

Title

EXHIBIT C
Seller's Acknowledgements

Seller's Acknowledgements

[Seller full name] ("Seller") hereby acknowledges receipt of the Southern California Edison Company's RFP Procurement Protocol dated *[_____]*, 2010] (the "Procurement Protocol"), and all attachments to the Procurement Protocol.

Seller agrees to be fully bound by *all* terms and conditions of the Procurement Protocol in submitting its Proposal in response to SCE's RFP.

In addition to the foregoing, Seller acknowledges and agrees as follows:

1. Seller has reviewed any and all updates to the RFP Materials as posted on the SCE website (<http://www.SCE.com/RenewRFP>).
2. Seller has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the Procurement Protocol and Seller's Proposal.
3. Seller has obtained all necessary authorizations, approvals and waivers, if any, required by Seller as a condition of submitting its Proposal and, if Seller's Proposal is selected, Seller has obtained or will obtain all necessary authorizations, approvals and waivers, if any, required by Seller to execute an Agreement with SCE as negotiated by Seller and SCE using the form of the Agreement set forth in Appendix B-1.
4. Seller is submitting its Proposal subject to all applicable laws including, but not limited to, the Federal Power Act and all amendments thereto, and Public Utilities Code sections 383.5, 399.11 et seq., and 454.5.
5. Seller's proposed Contract Price is calculated based upon the assumptions that (i) Seller will post Performance Assurance equal to the Performance Assurance amount as required in 7.03 of the Procurement Protocol and that Seller specifies in Seller's Proposal Template; and if applicable to Product, (ii) Seller will post Development Security in the amount specified in 3.05 of the Pro Forma Agreement (Appendix B-1 to the Procurement Protocol).
6. Seller has not engaged, and will not engage, in Communications (as defined in Article Eleven of the Procurement Protocol) with any other Seller in the RFP concerning the price terms contained in Seller's Proposal or related matters, and has not engaged in collusion or other unlawful or unfair business practices in connection with the RFP.
7. Seller has provided its Proposal in good faith with the intention of negotiating with and reaching agreement with SCE on an Agreement based substantially on the form of the Agreement set forth in Appendix B-1.
8. The Proposal provided by Seller pertains solely to generation from a Generation Facility employing an ERR or ERRs as a means of producing electricity.

9. ANY BREACH BY SELLER OF THE FOREGOING REPRESENTATIONS AND WARRANTIES IS, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO SCE UNDER APPLICABLE LAW, GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH SELLER, AND, DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THE RFP IN ITS ENTIRETY.

[Company Name]

By:

[Title]

Date:

EXHIBIT D
Non-Disclosure Agreements

EXHIBIT D-1

Short-Term NDA

[Seller must electronically accept the terms and conditions of the Short-Term NDA by no later than the Structure Due Date by selecting "Yes" to the input field contained in Section K of the Seller's Proposal Template and Calculator. The Seller's Proposal Template and Calculator can be downloaded from <http://www.sce.com/RenewRFP>.]

NON-DISCLOSURE AGREEMENT

Between

SOUTHERN CALIFORNIA EDISON COMPANY

and

[Seller]

This Non-Disclosure Agreement ("Agreement") dated as of _____ ("Effective Date") is hereby entered into by and between **SOUTHERN CALIFORNIA EDISON COMPANY** ("SCE"), a California corporation, and *[Seller]* a *[Legal Status of Seller]* ("Seller").

SCE and Seller shall sometimes be referred to in this Agreement individually as a "Party" and jointly as the "Parties."

RECITALS

- A. SCE initiated a request for proposals ("RFP") to supply energy and associated Green Attributes, Capacity Attributes and Resource Adequacy Benefits from eligible renewable resources ("ERRs") on *[SCE will insert Issuance Date of RFP]*, 2010, with a goal of negotiating and executing power purchase agreements with ERRs whose proposals are selected pursuant to the RFP.
- B. Seller desires to submit a proposal in response to the RFP.
- C. The Parties desire to keep confidential any confidential or proprietary information disclosed by Seller to SCE as part of Seller's submission of a proposal in response to the RFP (the "Proposal"), or any confidential or proprietary information that may be disclosed by either Party to the other Party as part of discussions or negotiations with Seller concerning Seller's Proposal until the latest of: (1) if the Proposal is placed on SCE's short list, Seller's submission to SCE of its Short-List Deposit, Exclusivity Agreement, copy of Interconnection Application and an updated NDA, in accordance with Section 4.02 of SCE's Procurement Protocol; (2) if the Proposal is placed on SCE's short list, Seller's notification to SCE that Seller declines to pursue further negotiations; or (3) SCE's notification to Seller that the Proposal has not been placed on SCE's short list and SCE does not wish to negotiate the Proposal.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. For purposes of this Agreement, all oral or written (including electronic) communications exchanged between the Parties on or after the Effective Date (as set forth in Section 11 of this Agreement) as part of, or arising out of, the Proposal (including the fact that Seller has submitted the Proposal and, if applicable, the facts that: (i) SCE has short-listed the Proposal; and (ii) the Parties are negotiating the Proposal) shall be referred to as “Confidential Information.”
2. Each Party agrees to treat Confidential Information as confidential with respect to third parties and shall not disclose Confidential Information except as specifically authorized herein or as specifically agreed to by each Party in writing.

Accordingly, each Party must take all necessary precautions and implement all requisite procedures and practices to protect Confidential Information provided by the other Party. Each Party may disclose Confidential Information only to its employees, directors, advisors, attorneys, consultants or accountants who have a strict need to know solely for the purpose of directly assisting such disclosing Party in evaluating the Proposal (“Permitted Disclosee”), or in subsequent discussions or negotiations regarding the Proposal and so long as such disclosing Party advises each Permitted Disclosee of the confidential nature of the Confidential Information and uses reasonable efforts to prevent or limit the disclosure of Confidential Information by such Permitted Disclosee. In addition, the Independent Evaluator (as described in that certain Procurement Protocol for SCE’s 2010 Request for Proposals from Eligible Renewable Energy Resource Suppliers for Electric Energy) is and must be deemed to be a Permitted Disclosee.

Each Party may also disclose Confidential Information to representatives of its rating agencies who have a strict need to know solely for the purpose of directly assisting such disclosing Party in evaluating the Proposal, so long as such disclosing Party advises the rating agency of the confidential nature of the Confidential Information and uses reasonable efforts to prevent or limit the disclosure of Confidential Information by any such rating agency.

3. SCE and the Independent Evaluator may also disclose Confidential Information to the following entities and their staff and divisions thereof in furtherance of the RFP: (i) the California Public Utilities Commission (“CPUC”), (ii) the Procurement Review Group established pursuant to D.02-08-071 and D.03-06-071 (“PRG”), (iii) the California Energy Commission (“CEC”), and (iv) the California Independent System Operator (“CAISO”).

Although SCE will seek confidential treatment of any Confidential Information submitted by it to the CPUC, by means of a motion for protective order under Public Utilities Code section 583 and General Order 66-C, or by appropriate application to or agreement with, the PRG, CAISO and CEC, SCE may disclose Confidential

Information under this Paragraph even if no protective order is issued and no confidentiality or non-disclosure agreements are entered into.

Neither SCE nor the Independent Evaluator shall have any liability whatsoever to any party in the event of any unauthorized use or disclosure by a governmental or regulatory agency or entity, including, without limitation, the CPUC and all divisions thereof, CEC, FERC, PRG or CAISO, of any Confidential Information or other information disclosed to any of them by SCE or its representatives.

4. Notwithstanding anything to the contrary set forth herein, the obligations set forth in this Agreement shall not apply to and the term “Confidential Information” shall not include:
 - a. Information which is in the public domain as of the Effective Date or which later comes into the public domain from a source other than from the other Party, its Permitted Disclosee or representatives of its rating agencies;
 - b. Information which SCE or Seller can demonstrate in writing was already known to SCE or Seller prior to the Effective Date;
 - c. Information which comes to SCE or Seller from a *bona fide* third party source not under an obligation of confidentiality; or
 - d. Information which is independently developed by SCE or Seller without use of or reference to Confidential Information or information containing Confidential Information.
5. The Parties agree that irreparable damage would occur if this Agreement were not performed in accordance with its terms or were otherwise breached. Accordingly, a Party may be entitled to seek an injunction or injunctions to prevent breach of this Agreement and to enforce specifically its provisions in any court of competent jurisdiction, in addition to any other remedy to which such Party may be entitled by law or equity.
6. The Parties agree not to introduce (in whole or in part) into evidence or otherwise voluntarily disclose in any administrative or judicial proceeding, any Confidential Information, except as required by law, legal compulsion, or with the written consent of the Party providing the Confidential Information or as SCE or Seller may be required to disclose to duly authorized governmental or regulatory agencies, including the CPUC or any division thereof, in order to demonstrate the reasonableness of its actions.
7. All written Confidential Information supplied by a Party, and all copies or translations thereof made by the Party or Permitted Disclosee who received the Confidential Information, shall, upon written request of the Party who initially provided the Confidential Information, be returned to that Party, destroyed, or held and maintained subject to the terms of this Agreement *provided, however*, that a Party

Telephone:
Facsimile:

10. This Agreement shall be effective as of the Effective Date and shall terminate on the latest of: (1) if the Proposal is placed on SCE's short list, Seller's submission to SCE of its Short-List Deposit, Exclusivity Agreement, copy of Interconnection Application and a Long-term NDA, in accordance with the requirements of SCE's Procurement Protocol; (2) if the Proposal is placed on SCE's short list, Seller's notification to SCE that Seller declines to pursue further negotiations; or (3) SCE's notification to Seller that the Proposal has not been placed on SCE's short list and SCE does not wish to negotiate the Proposal; *provided* that the Parties' obligation to protect Confidential Information hereunder shall survive the termination of this Agreement and remain in effect until five years from the Effective Date, or earlier upon the mutual written consent of the Parties or as required by applicable law or decision of the CPUC.
11. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

This Agreement shall be construed as if each Party was its author and each Party hereby adopts the language of this Agreement as if it were its own.
12. Any waiver of the requirements and provisions of this Agreement shall be in writing.

The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed as a waiver of such provision or a relinquishment of the right thereafter to enforce such provision.
13. This Agreement may not be modified except by a written agreement executed by both Parties.
14. This Agreement shall be interpreted, governed and construed under the laws of the State of California (without giving effect to its conflict of laws provisions that could apply to the law of another jurisdiction) as if executed in and to be wholly performed within the State of California.
15. This Agreement fully expresses the Parties' agreement concerning the subject matter hereof and supersedes any prior agreements or understandings regarding the same subject matter.
16. The signatories hereto represent that they have been duly authorized to enter into this Agreement on behalf of the Party for whom they sign.
17. If any provision hereof is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such enforceability or invalidity shall not affect the enforceability or invalidity of any other provision of this Agreement.

18. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.

[Seller's Full Name],

**SOUTHERN CALIFORNIA EDISON
COMPANY,**

[Legal Status of Seller]

a California corporation.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT D-2

Long-Term NDA

[If Seller is short-listed, (a) then by ten (10) business days following SCE's short-list notification, Seller must accept the terms and conditions of the following Long-Term NDA; and (b) instructions pertaining to submission of the Long-Term NDA will be provided in Seller's short-list notification email.]

NON-DISCLOSURE AGREEMENT

Between

SOUTHERN CALIFORNIA EDISON COMPANY

and

[Seller]

This Non-Disclosure Agreement ("Agreement") dated as of _____ ("Effective Date") is hereby entered into by and between **SOUTHERN CALIFORNIA EDISON COMPANY** ("SCE"), a California corporation, and *[Seller]* a *[Legal Status of Seller]* ("Seller").

SCE and Seller shall sometimes be referred to in this Agreement individually as a "Party" and jointly as the "Parties."

RECITALS

- A. SCE initiated a request for proposals ("RFP") to supply energy and associated Green Attributes, Capacity Attributes and Resource Adequacy Benefits from eligible renewable resources ("ERRs") on *[SCE will insert Issuance Date of RFP]*, 2010, with a goal of negotiating and executing power purchase agreements with ERRs whose proposals are selected pursuant to the RFP.
- B. Seller desires to submit a proposal in response to the RFP.
- C. The Parties desire to keep confidential any confidential or proprietary information disclosed by Seller to SCE as part of Seller's submission of a proposal in response to the RFP (the "Proposal"), or any confidential or proprietary information that may be disclosed by either Party to the other Party as part of discussions or negotiations with Seller concerning Seller's Proposal.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. For purposes of this Agreement, all oral or written (including electronic) communications exchanged between the Parties on or after the Effective Date (as set forth in Section 11 of this Agreement) as part of, or arising out of, the Proposal (including the fact that Seller has submitted the Proposal and, if applicable, the facts that: (i) SCE has short-listed the Proposal; and (ii) the Parties are negotiating the Proposal) shall be referred to as “Confidential Information.”
2. Each Party agrees to treat Confidential Information as confidential with respect to third parties and shall not disclose Confidential Information except as specifically authorized herein or as specifically agreed to by each Party in writing.

Accordingly, each Party must take all necessary precautions and implement all requisite procedures and practices to protect Confidential Information provided by the other Party. Each Party may disclose Confidential Information only to its employees, directors, advisors, attorneys, consultants or accountants who have a strict need to know solely for the purpose of directly assisting such disclosing Party in evaluating the Proposal (“Permitted Disclosee”), or in subsequent discussions or negotiations regarding the Proposal and so long as such disclosing Party advises each Permitted Disclosee of the confidential nature of the Confidential Information and uses reasonable efforts to prevent or limit the disclosure of Confidential Information by such Permitted Disclosee. In addition, the Independent Evaluator (as described in that certain Procurement Protocol for SCE’s 2010 Request for Proposals from Eligible Renewable Energy Resource Suppliers for Electric Energy) is and must be deemed to be a Permitted Disclosee.

Each Party may also disclose Confidential Information to representatives of its rating agencies who have a strict need to know solely for the purpose of directly assisting such disclosing Party in evaluating the Proposal, so long as such disclosing Party advises the rating agency of the confidential nature of the Confidential Information and uses reasonable efforts to prevent or limit the disclosure of Confidential Information by any such rating agency.

3. SCE and the Independent Evaluator may also disclose Confidential Information to the following entities and their staff and divisions thereof in furtherance of the RFP: (i) the California Public Utilities Commission (“CPUC”), (ii) the Procurement Review Group established pursuant to D.02-08-071 and D.03-06-071 (“PRG”), (iii) the California Energy Commission (“CEC”), and (iv) the California Independent System Operator (“CAISO”).

Although SCE will seek confidential treatment of any Confidential Information submitted by it to the CPUC, by means of a motion for protective order under Public Utilities Code section 583 and General Order 66-C, or by appropriate application to

or agreement with, the PRG, CAISO and CEC, SCE may disclose Confidential Information under this Paragraph even if no protective order is issued and no confidentiality or non-disclosure agreements are entered into.

Neither SCE nor the Independent Evaluator shall have any liability whatsoever to any party in the event of any unauthorized use or disclosure by a governmental or regulatory agency or entity, including, without limitation, the CPUC and all divisions thereof, CEC, FERC, PRG or CAISO, of any Confidential Information or other information disclosed to any of them by SCE or its representatives.

SCE may also disclose Confidential Information as may be reasonably required to participate in any auction, market or other process pertaining to the allocation of priorities or rights related to the transmission of electrical energy sold or to be sold to SCE under any agreement reached as a result of discussions or negotiations.

4. Notwithstanding anything to the contrary set forth herein, the obligations set forth in this Agreement shall not apply to and the term “Confidential Information” shall not include:
 - a. Information which is in the public domain as of the Effective Date or which later comes into the public domain from a source other than from the other Party, its Permitted Disclosee or representatives of its rating agencies;
 - b. Information which SCE or Seller can demonstrate in writing was already known to SCE or Seller prior to the Effective Date;
 - c. Information which comes to SCE or Seller from a *bona fide* third party source not under an obligation of confidentiality; or
 - d. Information which is independently developed by SCE or Seller without use of or reference to Confidential Information or information containing Confidential Information.
5. The Parties agree that irreparable damage would occur if this Agreement were not performed in accordance with its terms or were otherwise breached. Accordingly, a Party may be entitled to seek an injunction or injunctions to prevent breach of this Agreement and to enforce specifically its provisions in any court of competent jurisdiction, in addition to any other remedy to which such Party may be entitled by law or equity.
6. The Parties agree not to introduce (in whole or in part) into evidence or otherwise voluntarily disclose in any administrative or judicial proceeding, any Confidential Information, except as required by law, legal compulsion, or with the written consent of the Party providing the Confidential Information or as SCE or Seller may be required to disclose to duly authorized governmental or regulatory agencies, including the CPUC or any division thereof, in order to demonstrate the reasonableness of its actions.

7. All written Confidential Information supplied by a Party, and all copies or translations thereof made by the Party or Permitted Disclosee who received the Confidential Information, shall, upon written request of the Party who initially provided the Confidential Information, be returned to that Party, destroyed, or held and maintained subject to the terms of this Agreement *provided, however*, that a Party or Permitted Disclosee shall not be obligated to return or destroy any Confidential Information contained in its archive computer back-up system and *provided further, that* a Party may retain copies of Confidential Information to the extent that retention is required by applicable law or regulation.
8. Nothing in this Agreement is intended to waive any attorney-client, work-product or other privilege applicable to any statement, document, communication, or other material of a Party or the Parties.
9. Any notice or communication given pursuant to this Agreement shall be in writing and:
 - a) Delivered personally, in which case delivery is given upon written acknowledgment of receipt;
 - b) Mailed by registered or certified mail; postage prepaid, in which case delivery is given on the earlier of the actual date of delivery, as set forth in the return receipt, or three (3) days from the date posted, or
 - c) Delivery by telecopy, in which case delivery is given upon actual receipt of the entire document.

In any of these cases, the writing shall be sent or delivered as follows (subject to change by either Party by notifying the other Party pursuant to this paragraph).

If to SCE: Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, California 91770
Attention: Director, Renewable and Alternative Power
Telephone: (626) 302-1212
Facsimile: (626) 302-1103

If to Seller: *[Name of Seller]*
[Address of Seller]
Telephone:
Facsimile:

With copy to:

Telephone:
Facsimile:

10. This Agreement shall be effective as of the Effective Date and shall terminate five years from such date, or earlier upon the mutual written consent of the Parties or as required by applicable law or decision of the CPUC.

11. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

This Agreement shall be construed as if each Party was its author and each Party hereby adopts the language of this Agreement as if it were its own.

12. Any waiver of the requirements and provisions of this Agreement shall be in writing.

The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed as a waiver of such provision or a relinquishment of the right thereafter to enforce such provision.

13. This Agreement may not be modified except by a written agreement executed by both Parties.

14. This Agreement shall be interpreted, governed and construed under the laws of the State of California (without giving effect to its conflict of laws provisions that could apply to the law of another jurisdiction) as if executed in and to be wholly performed within the State of California.

15. This Agreement fully expresses the Parties' agreement concerning the subject matter hereof and supersedes any prior agreements or understandings regarding the same subject matter.

16. The signatories hereto represent that they have been duly authorized to enter into this Agreement on behalf of the Party for whom they sign.

17. If any provision hereof is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such enforceability or invalidity shall not affect the enforceability or invalidity of any other provision of this Agreement.

[Remainder of page left blank intentionally.]

18. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.

[Seller's Full Name],

**SOUTHERN CALIFORNIA EDISON
COMPANY,**

[Legal Status of Seller]

a California corporation.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT E

Form of Letter of Credit for Short-List Deposit

IRREVOCABLE NONTRANSFERABLE STANDBY
LETTER OF CREDIT

Reference Number:

Transaction Date:

BENEFICIARY:

Southern California Edison Company
2244 Walnut Grove Avenue
Risk Control GO#1, Quad 1C
Rosemead, CA 91770

Ladies and Gentlemen:

_____ (the "Bank") hereby establishes this Irrevocable Nontransferable Standby Letter of Credit ("Letter of Credit") in favor of Southern California Edison Company, a California corporation (the "Beneficiary"), for the account of _____, a _____ corporation, (the "Applicant"), for the amount of XXX AND XX/100 Dollars (\$_____) (the "Available Amount"), effective immediately and expiring at 5:00 p.m., California time, on the Expiration Date.

This Letter of Credit shall be of no further force or effect upon the close of business on _____ or, if such day is not a Business Day (as hereinafter defined), on the next preceding Business Day (the "Expiration Date").

For the purposes hereof, "Business Day" shall mean any day on which commercial banks are not authorized or required to close in Los Angeles, California.

Subject to the terms and conditions herein, funds under this Letter of Credit are available to Beneficiary by presentation in compliance on or prior to 5:00 p.m. California time, on or prior to the Expiration Date of the following:

1. The original of this Letter of Credit and all amendments (or photocopy of the original for partial drawings); and
2. The Drawing Certificate issued in the form of Attachment A attached hereto and which forms an integral part hereof, duly completed and purportedly bearing the signature of an authorized representative of the Beneficiary.

Notwithstanding the foregoing, any drawing hereunder may be requested by transmitting the requisite documents as described above to the Bank by facsimile at _____ or such other number as specified from time-to-time by the Bank.

The facsimile transmittal shall be deemed delivered when received. Drawings made by facsimile transmittal are deemed to be the operative instrument without the need of originally signed documents.

Partial drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance;

provided that, the Available Amount shall be reduced by the amount of each such drawing.

This Letter of Credit is not transferable or assignable. Any purported transfer or assignment shall be void and of no force or effect.

Banking charges shall be the sole responsibility of the Applicant.

This Letter of Credit sets forth in full our obligations and such obligations shall not in any way be modified, amended, amplified or limited by reference to any documents, instruments or agreements referred to herein, except only the attachment referred to herein; and any such reference shall not be deemed to incorporate by reference any document, instrument or agreement except for such attachment.

The Bank engages with the Beneficiary that Beneficiary's drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Bank on or before the Expiration Date.

Except so far as otherwise stated, this Letter of Credit is subject to the International Standby Practices ISP98 (also known as ICC Publication No. 590), or revision currently in effect (the "ISP"). As to matters not covered by the ISP, the laws of the State of California, without regard to the principles of conflicts of laws thereunder, shall govern all matters with respect to this Letter of Credit.

AUTHORIZED SIGNATURE for Issuer

(Name)

Title: _____

- End -

EXHIBIT F
Form of Draw Certificate

[BENEFICIARY LETTERHEAD]
Drawing Certificate
TO *[ISSUING BANK NAME]*
IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT
No. _____

DRAWING CERTIFICATE

Bank
Bank Address

Subject: Irrevocable Non-transferable Standby Letter of Credit
Reference Number: _____

The undersigned _____, an authorized representative of Southern California Edison Company (the “Beneficiary”), hereby certifies to *[Issuing Bank Name]* (the “Bank”), and _____ (the “Applicant”), with reference to Irrevocable Nontransferable Standby Letter of Credit No. {_____}, dated _____, (the “Letter of Credit”), issued by the Bank in favor of the Beneficiary, as follows as of the date hereof:

1. The Beneficiary is entitled to draw under the Letter of Credit an amount equal to \$ _____, for the following reason(s) [check applicable provision]:
 -]A. The Applicant has forfeited its Short-List Deposit, or
 -]B. A Letter of Credit Default has occurred and has not been cured, or
 -]C. The Letter of Credit will expire in fewer than twenty (20) Business Days from the date hereof, and Applicant has not provided Beneficiary an alternative deposit acceptable to Beneficiary, or
 -]D. The Bank has provided written notice to the Beneficiary of the Bank’s intent not to renew the Letter of Credit following the present Expiration Date thereof (“Notice of Non-renewal”), and Applicant has failed to provide the Beneficiary with a replacement letter of credit satisfactory to Beneficiary in its sole discretion within thirty (30) days following the date of the Notice of Non-renewal.

The above in accordance with the terms of the Procurement Protocol issued by the Beneficiary on [date of RFP], as it may be amended from time to time

2. Based upon the foregoing, the Beneficiary hereby makes demand under the Letter of Credit for payment of U.S. DOLLARS AND ____/100ths (U.S.\$ _____), which amount does not exceed (i) the amount set forth in paragraph 1 above, and (ii) the Available Amount under the Letter of Credit as of the date hereof.

3. Funds paid pursuant to the provisions of the Letter of Credit shall be wire transferred to the Beneficiary in accordance with the following instructions:

Unless otherwise provided herein, capitalized terms which are used and not defined herein shall have the meaning given each such term in the Letter of Credit.

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the Beneficiary by its authorized representative as of this ____ day of _____, _____.

Beneficiary: SOUTHERN CALIFORNIA EDISON COMPANY

By:
Name:
Title:

ATTACHMENT 2-10

Second Amended 2010 Form of Seller's Proposal Redline Version



SOUTHERN CALIFORNIA
EDISON[®]

An *EDISON INTERNATIONAL*[®] Company

2010
Request for Proposals
from
Eligible Renewable Resource Suppliers
for
Renewable Products

Appendix C
Form of Seller's Proposal

Posted TBD, 2010

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LIST OF EXHIBITS

(Exhibits immediately follow ARTICLE FIVE of this Appendix C)

- A. Proposal Checklists.
- B. Form of Seller's Transmittal Letter.
- C. Seller's Acknowledgements.
- D. Non-Disclosure Agreements.
 - D-1. Short-Term NDA.
 - D-2. Long-Term NDA.
- E. Form of Letter of Credit for Short-List Deposit.
- F. Form of Draw Certificate.

ARTICLE ONE. INTRODUCTION.

This Appendix C sets forth the information, documents and data that each Seller must include with its Proposal.

It is intended to identify the requirements for all Proposals, including those based upon new, repowered and existing generating facilities.

A checklist of Seller's submittal obligations is included in Exhibit A.

**** End of ARTICLE ONE ****

ARTICLE TWO. STRUCTURE DUE DATE SUBMITTAL REQUIREMENTS.

2.01 The following files must be emailed as attachment files to SCE by the Structure Due Date set forth in the Procurement Protocol:

- (a) The “Proposal Structure Letter”
- (b) The “Seller’s Proposal Template and Calculator”
- (c) The “Outline of Contract Terms and Conditions” or “Mark-up of Pro Forma Agreement” (depending on whether Seller’s Proposal is for Standard Bundled Energy Product, Standard REC-Only Bundled Energy Product, Moderately Short-term Bundled Energy Product, Moderately Short-term REC-Only Bundled Energy Product, REC Product, Very Short-term Bundled Energy Product or Very Short-term REC-Only Bundled Energy Product”).

Note: These are the only materials that are to be emailed. The remaining proposal materials (described ARTICLE Four below) must be saved onto a USB flash or thumb drive and physically mailed to SCE (as set forth in ARTICLE Three below).

2.02 The above attachments (2.01 (a), (b) and (c)) must be saved and emailed as follows:

- (a) One (1) Proposal Structure Letter describing all submittals, Projects and Project Options (including any mutual exclusivity and/or any other selection limitation), in an MS Word (*.doc) or Acrobat (*.pdf) file,
- (b) One (1) Seller’s Proposal Template and Calculator for each Project and for each Project Option (flat v. escalating price, 15-year v. 20-year term, etc.) pertaining to the same Project in an MS Excel (*.xls) file,¹ and
- (c) For:
 - (i) Standard Bundled Energy Products, Standard REC-Only Bundled Energy Products, Moderately Short-term REC-Only Bundled Products or Moderately Short-term Bundled Energy Products, one (1) Outline of Contract Terms and Conditions in an MS Excel (*.xls) file for each Agreement that Seller intends to negotiate if short-listed, or
 - (ii) For Very Short-term Bundled Energy Products, Very Short-term REC-Only Bundled Energy Products, or REC Products, one (1) mark-up of Seller’s proposed changes to the applicable Pro Forma Agreement set forth in Appendix B-2, B-3, B-4, B-5 and B-6 of the Procurement Protocol in both clean and redline formats as an MS Word (*.doc) file

¹ Please note that the required contract price options related to potential curtailment as described in the Protocol are all to be inputted in one (1) Seller’s Proposal Template and Calculator.

for each individual Agreement that Seller intends to negotiate if short-listed.

Note: With exception of the Proposal Structure Letter, please be certain ***not*** to send any of the above files in Acrobat (*.pdf) format.

2.03 Seller's email message must be sent to:

- (a) SCE at RenewableProposals@SCE.com, and
- (b) SCE's Independent Evaluator at ~~TBD~~ sce2010renewRFP@vhcie.com

2.04 The subject line, of the email message, must be written as follows:
“*Short Form of Seller's Name*, 2010 SCE RenewRFP (Email 1 of 1)”.

2.05 The size of Seller's email message must be *less than* the eight (8) megabyte limit of SCE's email server. If it is necessary for Seller to send more than one email due to this limitation, Seller must change the subject line to, for example:

“*Short Form of Seller's Name*, 2010 SCE RenewRFP (Email 1 of 2)” and
“*Short Form of Seller's Name*, 2010 SCE RenewRFP (Email 2 of 2)”.

*** End of ARTICLE TWO ***



ARTICLE THREE. PROPOSAL DUE DATE SUBMITTAL REQUIREMENTS.

The following submittal instructions pertain to each Project (e.g., Gusty Wind Facility located at New Town Site).

If Seller has multiple Projects to propose (e.g., Sunny Solar Facility located at New Town Site, Gusty Wind Facility located at Old Town Site, etc.), then Seller must follow the submittal instructions below for each such Project.

Project options – e.g., flat v. escalating pricing, or 15-year v. 20-year terms – (each, a “Project Option”) pertaining to a particular Project can be presented in the same submittal package in accordance with the requirements set forth below.

Note: A separate Seller’s Proposal Template and Calculator file, as described above in ARTICLE TWO, is required for each Project Option.

3.01 Seller’s Proposal e-Binder.

- (a) Printed copies are no longer required.
- (b) For each Project, Seller must now submit an electronic version of the Proposal binder (“Proposal e-Binder”). One Proposal e-Binder may contain information describing any Project Options, but only with respect to that Project.
- (c) Seller must physically mail or otherwise deliver to SCE two (2) USB flash drives (each, a “Flash Drive”) for each Proposal e-Binder.
 - (i) One (1) Flash Drive is for SCE.
 - (ii) One (1) Flash Drive is for the Independent Evaluator.
- (d) Seller must affix a label that:
 - (i) Is securely bound to each Flash Drive (i.e., 2 labels for each Project/Proposal e-Binder), and
 - (ii) Clearly indicates the Project name.
- (e) The contents of each Flash Drive shall ideally contain thirteen (13) files, each file corresponding to each of the thirteen (13) sections described in ARTICLE Four. If Seller is unable to do this (e.g., Seller has multiple files pertaining to a given section described in ARTICLE Four), then SCE requests Seller to create thirteen (13) directories on the Flash Drive, each directory corresponding to each of the thirteen (13) sections described in ARTICLE Four, with each directory containing the respective file(s).

- (f) If Seller does not have, or is unable to, obtain any of the information or documents called for in ARTICLE Four or if any of the requirements set forth in this Appendix C do not apply to a particular Seller's Proposal, **Seller must clearly indicate (via a file or files saved onto the Flash Drive) which information or document is missing and the reason it is not included in Seller's Proposal.**

3.02 Adobe Acrobat (*.pdf) Files.

As described below in ARTICLE Four, in many instances SCE will accept certain submissions in either MS Word (*.doc) or Adobe Acrobat (*.pdf) format. If Seller chooses to send those files as a PDF, they must be searchable files so that SCE may be able to use the Adobe search function to easily locate particular words or phrases within the respective files.

Therefore, ***do not scan*** a document with a scanner device to create the PDF. Scanned files are not searchable. Instead, ensure that you have the professional version of Adobe Acrobat, and then ***print*** the file to Adobe by selecting "Adobe PDF" from your printer drop-down menu. A printed-to-Adobe PDF file is searchable.

3.03 SCE's Mailing Address.

Seller must mail the Proposal Binders and the Originals Envelope to SCE at the following address:

Southern California Edison Company
2244 Walnut Grove Avenue, Quad 4D
Rosemead, CA 91770

Attention: TBD
Renewable and Alternative Power
626-302-XXXX

*** *End of ARTICLE THREE* ***



ARTICLE FOUR. PROPOSAL E-BINDER CONTENTS.

Seller's Proposal e-Binder must be organized into the following sections:

4.01 File (or Directory) #1, Transmittal Letter.

Seller must compose and sign a Transmittal Letter, substantially in the form of Exhibit B, which:

- (a) Discloses the Generating Facility Name;
- (b) Discloses the City, County and State of the Site location;
- (c) Summarizes the Technology;
- (d) Highlights some key benefits to SCE; and
- (e) Discloses any project options (such as term length and/or alternate prices that Seller is proposing for the project).
- (f) If Seller's Proposal is based upon an existing Generating Facility that is currently under contract to provide electric energy, and Seller proposes to sell Product to SCE upon the termination of the existing agreement, the Transmittal Letter must include all of the information set forth in Section 2.05(a) of the Procurement Protocol.
- (g) If Seller's Proposal is based upon the early termination of an existing power purchase agreement, Seller must provide the information set forth in Section 2.05(b) of the Procurement Protocol.
- (h) If Seller's Proposal is based upon the repowering or expansion of an existing Generating Facility during the term of an existing power purchase agreement, the Transmittal Letter must contain the information set forth in Section 2.05(c) of the Procurement Protocol.

****Acceptable format of Transmittal Letter: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).**

4.02 File or (Directory #2), Seller's Acknowledgements.

- (a) Seller must compose and sign a Seller's Acknowledgements document included in Attachment 1 of Exhibit B.
- (b) If Seller will be a joint venture between or among two or more entities, Seller's Acknowledgements must be modified so that each entity in the joint venture executes the Seller's Acknowledgements.

**Acceptable format: Seller must submit *both*:

- (i) A signed and dated Acrobat (*.pdf) version of the Seller's Acknowledgements, and
- (ii) A clean MS Word (*.doc) version of the Seller's Acknowledgements that is identical to the signed and dated Acrobat (*.pdf) version above (SCE will use this document to make a redlined comparison to SCE's pro forma Seller's Acknowledgements).

4.03 File (or Directory) #3, Generating Facility Description.

- (a) A written description of the Generating Facility, not to exceed ten (10) single-spaced pages, which contains at least the following information:
 - (i) A description of the electricity generation process sufficient to establish to SCE's satisfaction that the Generating Facility will deliver energy generated by means of one or more Eligible Renewable Energy Resources ("ERRs").
 - (ii) Information about the major and auxiliary equipment of the Generating Facility, including descriptions of:
 - 1) The sizing criteria used for each generating unit;
 - 2) How the number of required generating units was determined;
 - 3) How the annual maximum electric energy production amount was determined;
 - 4) [What method and/or data was used to create the typical meteorological year \("TMY"\) generation profile;](#) and
 - 5) ~~4)~~ Any possible or anticipated manufacturing supply chain constraints or issues with producing any major and auxiliary equipment^{±2} (or, a statement confirming, to the best of Seller's knowledge, that there are no known or anticipated supply chain constraints).
 - (iii) A description of the fuel supply arrangements, including the expected lifetime of the fuel supply and the provisions for delivering the fuel to the Site.

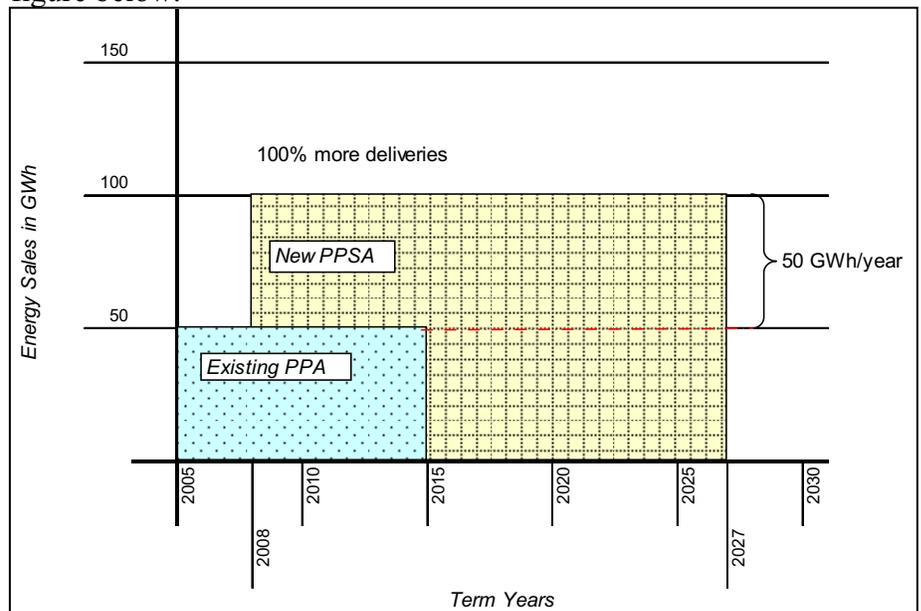
^{±2} Examples of a manufacturing supply chain constraint may include, but are not limited to, if project development is dependent on new manufacturing capacity, if project will rely on equipment of proprietary technical design for its key component(s), if that proprietary technical design is not currently in use commercially, or if project development is dependent on new manufacturing capacity.

For biomass projects, specify the quantity of fuel resources currently under contract, if any, as well as all assumptions made about obtaining fuel resources not currently under contract.

- (iv) A description of all the interconnection utility systems, *excluding* the electrical interconnection, which must be addressed in Section 4.04.
 - (v) An estimate of the Generating Facility's useful life, including any remaining life after the expiration of the Agreement.
- (b) A Site Plan drawing showing the location of the major Generating Facility equipment, structures, buildings, roadways and features as well as the routes for all interconnecting utility lines.
- (c) If Seller's Proposal is based upon a proposed Generating Facility, an artist's rendering of the Generating Facility, if available.
- (d) If Seller's Proposal is based upon an existing Generating Facility, pictures of the Generating Facility, including:
- (i) Entrance sign;
 - (ii) Overall site;
 - (iii) Major structures;
 - (iv) Control Room;
 - (v) Major mechanical equipment;
 - (vi) Electric energy generator;
 - (vii) Electric energy generator nameplate;
 - (viii) Switchyard; and
 - (ix) Interconnecting transmission system.
- (e) If Seller's Proposal is based upon a wind power Generating Facility, a:
- (i) Copy of the appropriate manufacturers' wind turbine specifications for each new and existing wind turbine model;
 - (ii) Simplified one-line diagram of the electric energy collection system;
 - (iii) Site plan drawing, showing wind turbine and access roadway locations;

- (iv) Copy of Seller's most recent wind report; and
 - (v) Description of all data (including source) and the time frame to which the data pertains, used to derive the Energy Price.
- (f) If Seller's Proposal is based upon a geothermal Generating Facility, a:
- (i) Copy of the appropriate manufacturers turbine specifications, if available;
 - (ii) Simplified one-line diagram of the electric energy collection system;
 - (iii) Site plan drawing showing turbine and access roadway locations;
 - (iv) Copy of Seller's most recent geothermal reservoir report; and
 - (v) Description of all geotechnical data (including source) and the time frame to which the data pertains, used to derive the Energy Price.
- (g) If Seller's Proposal is based upon a solar Generating Facility, a:
- (i) Copy of the appropriate manufacturers turbine specifications for each new and existing turbine model;
 - (ii) Simplified one-line diagram of the electric energy collection system;
 - (iii) Site plan drawing showing turbine and access roadway locations;
 - (iv) Copy of Seller's most recent solar resource evaluation report; and.
 - (v) Description of all data (including source) and the time frame to which the data pertains, used to derive the Energy Price.
- (h) If Seller's Proposal is based upon any other renewable resource fuel, a:
- (i) Copy of the appropriate manufacturers turbine specifications for each new and existing turbine model;
 - (ii) Simplified one-line diagram of the electric energy collection system;
 - (iii) Site plan drawing showing turbine and access roadway locations; and
 - (iv) Copy of Seller's most recent renewable resource evaluation report, if applicable.
- (i) If Seller's Proposal assumes the use of an existing Generating Facility:

- (i) The full name of the existing Generating Facility, as well as any contract identification number or any other information that may help SCE to identify the Generating Facility, in accordance with Section 2.05 of the Procurement Protocol and Section 4.03 of this Appendix C;
- (ii) If the Proposal is based upon a proposed increase in the electrical energy output from an existing Generating Facility above historical levels:
 - 1) A description of the technical or contractual means by which the Generating Facility will be able to achieve the increase; and
 - 2) A electric energy generation forecast diagram similar to the figure below:



- (j) In adopting the Renewables Portfolio Standard (“RPS”) legislation, codified at California Public Utilities Code § 399.11 *et seq.*, the Legislature declared that the California RPS program may promote a number of social and environmental benefits. Seller’s Proposal should explain how its Generating Facility provides one or more of the following benefits, if any:
 - (i) Increasing the diversity, reliability, public health and environmental benefits of the energy mix;
 - (ii) Promoting stable electricity prices;
 - (iii) Protecting public health;

- (iv) Improving environmental quality;
 - (v) Stimulating sustainable economic development;
 - (vi) Creating new employment opportunities;
 - (vii) Reducing reliance on imported fuels;
 - (viii) Ameliorating air quality problems;
 - (ix) Improving public health by reducing the burning of fossil fuels; and
 - (x) Providing tangible demonstrable benefits to communities with a plurality of minority or low-income populations.
- (k) Seller's Proposal should identify the Generating Facility's environmental impacts on California's water quality and use, including any particular benefits that will assist in improving water resource management consistent with the California Public Utilities Commission's Water Action Plan adopted on December 15, 2005, Energy Action Plan II, and environmental stewardship generally.
- (l) In D.04-07-029, the California Public Utilities Commission identified benefits to low income or minority communities, environmental stewardship, local reliability and resource diversity as qualitative attributes to be considered in SCE's evaluation process. Seller's Proposal should describe how its Generating Facility provides any of these benefits.

****Acceptable format of Generating Facility description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).**

4.04 File (or Directory) #4, Electrical Interconnection.

- (a) Seller's interconnection agreement must reflect that the Generating Facility has Full Capacity Deliverability Status as such term is defined in the CAISO Tariff.
- (b) For the electrical interconnection facilities, transmission lines or distribution lines that are or will interconnect Seller's Generating Facility to the Transmission Provider:
 - (i) A written description of Seller's plan to interconnect the Generating Facility with the Transmission Provider's existing transmission or distribution system including the name of the nearest substation and/or interconnecting transmission/distribution line;

- (ii) A written description of any assumptions related to Seller’s interconnection plan that Seller may have made during the development of its Proposal and the basis for such assumptions;
 - (iii) A simplified one-line diagram and a transmission map showing the California Independent System Operator (“CAISO”) Grid location that Seller is proposing as the Delivery Point;
 - (iv) If Seller’s Proposal is based upon a Delivery Point outside of the CAISO Grid, a simplified one-line diagram and a transmission map showing:
 - 1) Seller’s proposed Delivery Point; and
 - 2) The CAISO Grid location closest to the Generating Facility.
- (c) For the Interconnection Agreement and transmission service agreement with the Transmission Provider and any required Network Upgrades:
- (i) The name of the Transmission Provider;
 - (ii) A copy of a completed draft of the CAISO’s or Transmission Provider’s Interconnection Applications;
 - (iii) A copy of any agreements with the CAISO or Transmission Provider to perform a Feasibility Study, System Impact Study, or Facilities Study;
 - (iv) A copy of any completed Feasibility Study, System Impact Study, or Facilities Study, Phase One Study or Phase Two Study;
 - (v) A copy of any executed Interconnection Agreement and transmission service agreement;
 - (vi) A reference to the appropriate section of the Transmission Provider’s Transmission Ranking Cost Report, if applicable, and the applicable cluster referred to in Transmission Provider’s Transmission Ranking Cost Report identified by name of the substation or generating station and the utility that owns it;
 - (vii) A written description of needed transmission, distribution, interconnection and gen-tie requirement, including the amount of transmission and network upgrades costs that any Transmission Provider under the jurisdiction of the CAISO must reimburse to Seller;
 - (viii) The estimated capital cost of the Network Upgrades that Seller has used in the development of its proposed Energy Price;

- (ix) A schedule of Seller's estimated funding requirements for the Network Upgrades;
- (x) An estimate of the schedule of payments that Seller anticipates receiving from the Transmission Provider to reimburse Seller for funding the Network Upgrade costs, if any;
- (xi) Anticipated on line date and interconnection in-service date and an explanation for the basis for Sellers assumptions about those dates; and
- (xii) Queue position number, if available.

**Acceptable format of Electrical Interconnection description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.05 File (or Directory) #5, Delivery Point and Manner of Delivery.

Seller must clearly describe the specific location (i.e., the “Delivery Point”) where the Seller will deliver to SCE the Project's electrical energy. Seller shall include in its description the answers the following questions:

- (a) Is the Delivery Point the same location as the Point of Interconnection between the Project and the local transmission system?
- (b) Are the Delivery Point and the Point of Interconnection both within the CAISO control area?
- (c) If the Delivery Point is beyond the Point of Interconnection *and* outside the CAISO control area, then:
 - (i) How will Seller transmit the energy from the Project to the Delivery Point? (e.g., Seller will transmit the energy itself from the Project to the Delivery Point, Seller will cause a third party to handle the delivery, Seller intends to assign to SCE firm transmission service from the busbar to the Delivery Point and expects SCE to wheel energy to the Delivery Point (Note: SCE is highly unlikely to pursue this last example.)
 - (ii) Does Seller possess (or expect to acquire) firm transmission from the Project to the Delivery Point?
 - (iii) Will the energy be delivered to the Delivery Point as firmed energy (e.g., WSPP Schedule C)?
 - (iv) Will the energy be hourly firmed (e.g., WSPP Schedule C, but the quantity changes from hour-to-hour, as in the case of energy produced

from intermittent Projects) or will the energy be firmed and shaped (e.g., delivered in 25 MW per hour blocks on a 6x16 basis)?

- (v) What costs associated with delivering the energy to the Delivery Point are included/assumed in the Energy Price proposed to SCE? Wheeling charges based on firm transmission service? Line losses from the project to the Delivery Point? Imbalance Energy? Ancillary Service charges? Wind Integration charges?
- (vi) At what rate are you assuming for the charges immediately above, (e.g., current tariff rate)?

**Acceptable format of Delivery Point description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.06 File (or Directory) #6, Site.

- (a) The address of the Site.
- (b) A legal description of the Site (i.e., township(s), section and range of project or metes and bounds).
- (c) A description of Seller's legal control of the Site, including any necessary easements and rights-of-way.
- (d) A description of Seller's plan for acquiring control of any portions of the Site, easements and rights-of-way that it does not already control, along with a timeline for completing all associated activities.
- (e) A street map showing the location of the Generating Facility, access roadways and the rights-of-way for all interconnecting utilities.
- (f) An aerial picture of the Generating Facility Site from an internet site such as
 - (i) Windows Live Local (<http://local.live.com/>); or
 - (ii) Google Maps (<http://www.google.com/maphp?hl=en&q=&om=1>),along with a link to the website which shows the aerial photograph of the Generating Facility Site.

**Acceptable format of Site description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.07 File (or Directory) #7, Permitting.

- (a) A written description of all material applications, permits and approvals required to construct and operate the Generating Facility and all associated interconnecting utilities, including but not necessarily limited to:
 - (i) Conditional Use Permit;
 - (ii) Air Emission Permit;
 - (iii) Authority to Construct and Operate; or
 - (iv) Certificate of Public Convenience and Need.
- (b) A description of Seller's progress toward obtaining the material applications, permits and approvals.
- (c) Copies of any material permits and approvals that have already been received.
- (d) Copies of any applications filed with a state or local authority seeking authorization of the construction or operation of the Generating Facility.

If such application, permit and approval are unreasonably large relative to the size of the overall Proposal they may be submitted as one or more separate computer files.

- (e) A table which summarizes the air emission levels Seller anticipates will be established for the Generating Facility by the appropriate air permitting agency, if applicable, including:
 - (i) NO_x;
 - (ii) CO;
 - (iii) VOC (ROG); and
 - (iv) TSP (PM10).
- (f) A description of whether the Generating Facility will rely upon Emissions Reduction Credits ("ERC") in order to comply with the air emission limits and a description of Seller's strategy for obtaining them.
- (g) A written description of the operating limitations that the permits have or are reasonably expected to have, which may constrain the operation of the Generating Facility in some manner, including the:
 - (i) Maximum number of operating hours; and
 - (ii) Maximum number of starts per year;

**Acceptable format of Permitting description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.08 File (or Directory) #8, Bar Chart Schedule.

A one page bar chart schedule which clearly sets forth the dates and timelines for the key development, financing, permitting, engineering, procurement, construction and startup activities and written explanations of why Seller is confident the dates are realistic and achievable.

The schedule must be based upon the assumption that CPUC Approval will be obtained in the first quarter of 2011.

The schedule shall include, but shall not necessarily be limited to:

- (a) Obtaining Site Control;
- (b) Major equipment procurement;
- (c) Receiving notification from the CAISO that the Interconnection Application has been deemed complete;
- (d) If applicable, completing the Feasibility Study;
- (e) If applicable, completing the System Impact Study;
- (f) If applicable, completing the Facilities Study;
- (g) If applicable, receiving CAISO approval of the Facilities Study;
- (h) If applicable, completing the Phase One study;
- (i) If applicable, completing the Phase Two study;
- (j) Beginning the environmental permitting activities.
- (k) Issuing a notice to proceed for the construction contract;
- (l) Energizing the Interconnection Facilities; and
- (m) Beginning Initial Operation.

**Acceptable format of Bar Chart Schedule: Either MS Word or *searchable* Acrobat (*.pdf).

4.09 File (or Directory) #9, Seller's Corporate Structure.

- (a) Seller must provide an organizational chart showing each level of Seller's ownership up to the ultimate parent.
- (b) Seller must also provide a description of the Generating Facility's corporate sponsor(s) which includes:
 - (i) Seller's exact and complete name, form of organization (e.g., corporation, limited liability company, etc.) and state of incorporation or organization.
 - (ii) The address of Seller's principal business office.
 - (iii) A description of Seller's principal business.
 - (iv) A description of Seller's experience in developing, financing, owning and operating all types of generating facilities as well as generating facilities of the type and size that are the basis of Seller's Proposal.
 - (v) If Seller is a subsidiary of any other corporation, a description of Seller's ultimate corporate parent, including:
 - (vi) Each of Seller's members, if Seller is a consortium or other association or organization (identifying the controlling member); or
 - (vii) Each member of the group of persons acting in concert if Seller is a group or member of a group acting in concert for purposes of this Proposal (identifying the controlling member).
- (c) If Seller is a direct or indirect subsidiary or affiliate of any other corporation, Seller must provide a description of Seller's ultimate corporate parent for:
 - (i) Each of Seller's general partners, if Seller is a partnership;
 - (ii) Each of Seller's joint venturers, if Seller is a joint venture, along with the identity of the controlling joint venturer;
 - (iii) Each of Seller's members, if Seller is a limited liability company, along with the identity of all managers and officers; and
 - (iv) Each member of a consortium or other association, organization or group of persons acting in concert, if Seller is a group or a member of a group acting in concert for purposes of this RFP, along with the identity of the controlling group members.
- (d) In the case of partnerships, joint ventures, consortia, or other associations or groups, the Seller must provide information sufficient for SCE to identify the ultimate corporate parent if the general partner, venturer, controlling member

or other relevant actor or agent is a direct or indirect subsidiary or affiliate of another corporation.

- (e) If Seller proposes to provide a guaranty to SCE, the information required above with respect to Seller's Guarantor, if any.
- (f) Seller's, or Seller's Guarantor's, Moody's and Standard and Poor's senior unsecured debt rating or, if such entities do not have a senior unsecured debt rating, then Seller's or Seller's Guarantor's corporate credit rating or long term issuer rating, if any.

**Acceptable format of Seller's Corporate Structure description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.10 File (or Directory) #10, Seller's Development Team.

The name, address, telephone number, email address, specialty and relevant generating facility development, financing, ownership and operational experience of each member of Seller's development team including, but not necessarily limited to:

- (a) Construction period lender;
- (b) Operating period lender;
- (c) Financial advisor;
- (d) Environmental consultant;
- (e) Owner's engineer;
- (f) Construction contractor;
- (g) Transmission consultant; and
- (h) Legal counsel.

**Acceptable format of Seller's Development Team description: Either MS Word (*.doc) or Acrobat (*.pdf).

4.11 File (or Directory) #11, Generating Facility Financing.

- (a) A description of the role of Seller in the preparation of the Proposal and in the long term ownership of the Generating Facility.
- (b) A description of the anticipated long-term ownership structure of the Generating Facility, including the process and timing associated with finding additional equity investors, if required.

- (c) A description of any anticipated construction period financing, including the sources of equity investments and debt financings.
- (d) A description of any anticipated operating period financing, including the sources of equity investments and debt financings.

**Acceptable format of Generating Facility Financing description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.12 File (or Directory) #12, Seller's Financial Information.

- (a) Copies (or file containing website address) of Seller's:
 - (i) Annual Report to shareholders or Annual Report on Form 10-K as filed with the Securities and Exchange Commission ("SEC") containing audited financial statements of Seller;
 - (ii) All subsequent quarterly filings on Form 10-Q, as filed with the SEC; and
 - (iii) If applicable, for each entity identified on the Seller's Proposal Template that is required to file reports under the Securities Exchange Act of 1934, the Annual Report to shareholders or Annual Report on Form 10-K for the past two fiscal years as filed with the SEC containing audited financial reports and all subsequent quarterly filings on Form 10-Q as filed with the SEC for each such entity.
- (b) If none of the foregoing applies, Seller shall supply a Dun and Bradstreet report for each entity identified on the Seller's Proposal Template and either:
 - (i) Most recent copies of audited financial statements, including a certified independent accountant's report thereon, of the Seller, or, if applicable, for each person or entity identified in the Seller's Proposal Template for at least the three prior full fiscal years or, if shorter, the life of the relevant entity; or
 - (ii) A description of the business of each such person or entity and of the material matters relating to such business, including all matters that would be required to be disclosed if such entity were subject to the disclosure requirements of Items 3 and 7 of Form 10-K.
- (c) Any additional disclosure that may be necessary for Financial Accounting Standard Boards Interpretation No. 46 (R) purposes will not be required of Seller until after the creation of SCE's Short-List.

**Acceptable format of Seller's Financial Information description: Either MS Word (*.doc) or *searchable* Acrobat (*.pdf).

4.13 File (or Directory) #13, Project Viability Calculator.

The CPUC has issued a project viability calculator ("PVC") to standardize project viability criteria for the purpose of increasing transparency and uniformity of the California Investor-Owned Utilities' procurement of renewable energy through its RPS solicitation process.

Appendix E - The PVC is provided in Appendix E to the Procurement Protocol, which is located at <http://www.SCE.com/renewRFP>.

SCE will score each Project's qualitative attributes using the PVC. But SCE also requires each Seller to self-assess its own Projects' qualitative attributes. **Therefore, as part of a complete and conforming Proposal e-Binder for each Project submitted pursuant to this RFP, Sellers must:**

- (a) Download the PVC from <http://www.SCE.com/renewRFP>;
- (b) Input the appropriate scores in the yellow cells in the "Calculator" tab, using the guidelines provided in the "Criteria_Scoring Guidelines" tab;

**Acceptable format of PVC: MS Excel (*.xls).

*** *End of ARTICLE FOUR* ***

ARTICLE FIVE. NAMING CONVENTION OF ELECTRONIC FILES.

5.01 Due on the Structure Due Date.

By the Structure Due Date, Seller must submit the following computer files shall be organized as follows:

- (a) The file created in order to send the Proposal Structure Letter in email form as set forth in ARTICLE Two.

File Name:

“*[Short Form of Seller’s Name]*_SCE RFP Structure”

- (b) The file created in order to send the Seller’s Proposal Template and Calculator in email form as set forth in ARTICLE Two.

File Name:

“*[Short Form of Seller’s Name]*_*[Project Name]*_*[Project Option]*_SCE RFP Template”

- (c) Depending on what type of Product is being offered in Seller’s Proposal, either:

The file created in order to send the Outline of Contract Terms and Conditions in email form as set forth in ARTICLE Two

File Name:

“*[Short Form of Seller’s Name]*_SCE RFP Outline”

or

The file created in order to send the Mark-up of Pro Forma Agreement in email form as set forth in ARTICLE Two

File Name:

“*[Short Form of Seller’s Name]*_SCE RFP Redlines”

5.02 Due on the Proposal Due Date.

The Proposal Due Date occurs one (1) week after the Structure Due Date.

By the Proposal Due Date, Seller must submit two (2) Flash Drives for each Proposal e-Binder shall be organized in a clear and logical manner that communicates to SCE the Project name and each of the thirteen (13) sections described in ARTICLE Four.

The contents of each Flash Drive shall ideally contain thirteen (13) files, each file corresponding to each of the thirteen (13) sections described in ARTICLE Four. If Seller is unable to do this (e.g., Seller has multiple files pertaining to a given section described

in ARTICLE Four), then SCE requests Seller to create thirteen (13) directories on the Flash Drive, each directory corresponding to each of the thirteen (13) sections described in ARTICLE Four, and each directory containing the respective file(s).

Please include the following in your file (or directory) name:

- (a) For File (or Directory) #1, Transmittal Letter:
Include “Transmittal Letter” in name.
- (b) For File or (Directory #2), Seller’s Acknowledgement:
Include “SA” in name.
- (c) For File (or Directory) #3, Generating Facility Description:
Include “Generating Facility” in name.
- (d) For File (or Directory) #4, Electrical Interconnection:
Include “Interconnection” in name.
- (e) For File (or Directory) #5, Delivery Point and Manner of Delivery:
Include “Delivery” in name.
- (f) For File (or Directory) #6, Site:
Include “Site” in name.
- (g) For File (or Directory) #7, Permitting:
Include “Permitting” in name.
- (h) For File (or Directory) #8, Bar Chart Schedule:
Include “Bar Chart” in name.
- (i) For File (or Directory) #9, Seller’s Corporate Structure:
Include “Transmittal Letter” in name.
- (j) For File (or Directory) #10, Seller’s Development Team:
Include “Team” in name.
- (k) For File (or Directory) #11, Generating Facility Financing:
Include “Financing” in name.
- (l) For File (or Directory) #12, Seller’s Financial Information:
Include “Financial” in name.
- (m) For File (or Directory) #13, Project Viability Calculator:
Include “PVC” in name.

5.03 Computer File Updates.

- (a) Seller may need to send one or more updates to any of the above files if, for example:
 - (i) Seller initially sent erroneous or outdated information,
 - (ii) Seller receives a copy of any correspondence from the CAISO or applicable Transmission Provider which deems Seller's interconnection application complete after the Proposal Due Date, and/or
 - (iii) Any agreement, study or analysis prepared by the CAISO or applicable Transmission Provider is received by Seller since the Proposal Due Date.
- (b) If Seller should need to send one or more updates to any of the above files:
 - (i) The respective file name(s) for such update(s) shall be written to logically communicate to SCE:
 - (ii) the version number (e.g., v2) of the update file, and
 - (iii) the file name it is replacing.
- (c) Seller must email all update file to *both*:
 - (i) SCE at Renewable Proposals@sce.com, and
 - (ii) the Independent Evaluator at ~~TBD~~ sce2010renewRFP@vhcie.com.

*** End of ARTICLE FIVE ***

EXHIBIT A
Proposal Checklists

EXHIBIT A
Proposal Checklists

Proposal Checklist #1 (Page 1 of 1) <i>Due prior to 1:00 p.m. Pacific Prevailing Time on the Structure Due Date set forth in the Procurement Protocol.</i>				
<i>Item</i>	<i>File Quantity</i>	<i>Reference (in this Appendix C)</i>	<i>Manner of Submission*</i>	<i>File Format and File Name*</i>
Proposal Structure Letter	1 from each Seller describing all Projects and all Project Options	Article Two and Section 5.01	<ul style="list-style-type: none"> • Email files as attachments to: -RenewableProposals@sce.com -TBD • Email subject line: “Seller’s Name, 2010 SCE RenewRFP (X of X)” 	<ul style="list-style-type: none"> • *.doc or searchable *.pdf • Seller’s Name_SCE RFP Structure.doc (or *.pdf)
Seller’s Proposal Template and Calculator	1 for each Project 1 for each Project Option	Article Two and Section 5.01		<ul style="list-style-type: none"> • *.xls • Seller’s Name_Project Name_Project Option, SCE RFP Template.xls
Outline of Contract Terms and Conditions or Mark-up of Pro Forma Agreement	1 for each Agreement that Seller intends to negotiate	Article Two and Section 5.01		For Outline: <ul style="list-style-type: none"> • *.xls • Seller’s Name_SCE RFP Outline.xls For Mark-up: <ul style="list-style-type: none"> • *.doc (in redline format) • Seller’s Name_SCE RFP Redlines.doc

* SCE asks that Seller shorten or abbreviate “**Seller’s Name**” in email subject line and file names.

Proposal Checklist #2 (Page 1 of 3)

*Due prior to 1:00 p.m. Pacific Prevailing Time
on the Proposal Due Date set forth in the Procurement Protocol.*

<i>Item</i>	<i>File Quantity</i>	<i>Reference (in this Appendix C)</i>	<i>Manner of Submission</i>	<i>File Format and File Name*</i>
Transmittal Letter	1 for each Project	Section 4.01 and Exhibit B		<ul style="list-style-type: none"> • .doc or <i>searchable</i> *.pdf • <i>Seller's Name</i>_Transmittal Letter.doc (or *.pdf)
Seller's Acknowledgement	2 total: <ul style="list-style-type: none"> • 1 signed by Seller • 1 in redline format showing any changes to SCE's pro forma SA 	Section 4.02 and Exhibit C	<ul style="list-style-type: none"> • 2 Flash Drives per each Project with 2 clear and secure labels attached 	For signed copy: <ul style="list-style-type: none"> • <i>searchable</i> *.pdf • <i>Seller's Name</i>_SA.pdf For unsigned copy: <ul style="list-style-type: none"> • .doc (in redline format) • <i>Seller's Name</i>_SA.doc
Generating Facility Description	1 for each Project	Section 4.03	<ul style="list-style-type: none"> • Flash Drives to be physically mailed or otherwise delivered to SCE 	<ul style="list-style-type: none"> • .doc or <i>searchable</i> *.pdf • <i>Seller's Name</i>_Facility.doc (or *.pdf)
Electrical Interconnection	1 for each Project	Section 4.04		<ul style="list-style-type: none"> • .doc or <i>searchable</i> *.pdf • <i>Seller's Name</i>_Interconnection.doc (or *.pdf)
Delivery Point and Manner of Delivery	1 for each Project	Section 4.05		<ul style="list-style-type: none"> • .doc or <i>searchable</i> *.pdf • <i>Seller's Name</i>_Delivery.doc (or *.pdf)

* SCE asks that Seller shorten or abbreviate "*Seller's Name*" in file names.

Proposal Checklist #2 (Page 2 of 3)

*Due prior to 1:00 p.m. Pacific Prevailing Time
on the Proposal Due Date set forth in the Procurement Protocol.*

<i>Item</i>	<i>File Quantity</i>	<i>Reference (in this Appendix C)</i>	<i>Manner of Submission</i>	<i>File Format and File Name*</i>
Site	1 for each Project	Section 4.06	<ul style="list-style-type: none"> • 2 Flash Drives per each Project with 2 clear and secure labels attached • Flash Drives to be physically mailed or otherwise delivered to SCE 	<ul style="list-style-type: none"> • *.doc or <i>searchable</i> *.pdf • <i>Seller's Name_Site.doc</i> (or *.pdf)
Permitting	1 for each Project	Section 4.07		<ul style="list-style-type: none"> • *.doc or <i>searchable</i> *.pdf • <i>Seller's Name_Permitting.doc</i> (or *.pdf)
Bar Chart Schedule	1 for each Project	Section 4.08		<ul style="list-style-type: none"> • *.doc or <i>searchable</i> *.pdf • <i>Seller's Name_Bar Chart.doc</i> (or *.pdf)
Seller's Corporate Structure	1 for each Project	Section 4.09		<ul style="list-style-type: none"> • *.doc or <i>searchable</i> *.pdf • <i>Seller's Name_Corp Structure.doc</i> (or *.pdf)
Seller's Development Team	1 for each Project	Section 4.10		<ul style="list-style-type: none"> • *.doc or <i>searchable</i> *.pdf • <i>Seller's Name_Team.doc</i> (or *.pdf)
Generating Facility Financing	1 for each Project	Section 4.11		<ul style="list-style-type: none"> • *.doc or <i>searchable</i> *.pdf • <i>Seller's Name_Financing.doc</i> (or *.pdf)

* SCE asks that Seller shorten or abbreviate "*Seller's Name*" in file names.

Proposal Checklist #2 (Page 3 of 3)

*Due prior to 1:00 p.m. Pacific Prevailing Time
on the Proposal Due Date set forth in the Procurement Protocol.*

<i>Item</i>	<i>File Quantity</i>	<i>Reference (in this Appendix C)</i>	<i>Manner of Submission</i>	<i>File Format and File Name*</i>
Seller's Financial Information	1 for each Project	Section 4.12	<ul style="list-style-type: none"> • 2 Flash Drives per each Project with 2 clear and secure labels attached 	<ul style="list-style-type: none"> • *.doc or searchable *.pdf • <i>Seller's Name</i>_Financial Info.doc (or *.pdf)
Project Viability Calculator	1 for each Project <u>and</u> 1 for each Project Option	Section 4.13	<ul style="list-style-type: none"> • Flash Drives to be physically mailed or otherwise delivered to SCE 	<ul style="list-style-type: none"> • *.xls • <i>Seller's Name_Project Name_Project Option</i>, SCE RFP Template.xls

* SCE asks that Seller shorten or abbreviate "*Seller's Name*" in file names.

EXHIBIT B
Form of Seller's Transmittal Letter

[Insert Seller's Letterhead]

_____, 2010

Southern California Edison Company
2244 Walnut Grove Avenue
Rosemead, CA 91770

Attention: TBD

Renewable and Alternative Power

Subject: SCE's 2010 Request for Proposals
from Eligible Renewable Resource Supplier
for Electric Energy.

Regarding: *[Short Form of Seller's Name]* Proposal
for a *[ERR Technology]* Generating Facility

Dear TBD

[Please refer to Section 4.01 of this Appendix C for applicable content.]

Very truly yours,

[A person with authority to legally bind Seller]

Name

Title

EXHIBIT C
Seller's Acknowledgements

Seller's Acknowledgements

[Seller full name] ("Seller") hereby acknowledges receipt of the Southern California Edison Company's RFP Procurement Protocol dated *[_____, 2010]* (the "Procurement Protocol"), and all attachments to the Procurement Protocol.

Seller agrees to be fully bound by *all* terms and conditions of the Procurement Protocol in submitting its Proposal in response to SCE's RFP.

In addition to the foregoing, Seller acknowledges and agrees as follows:

1. Seller has reviewed any and all updates to the RFP Materials as posted on the SCE website (<http://www.SCE.com/RenewRFP>).
2. Seller has had the opportunity to seek independent legal and financial advice of its own choosing with respect to the Procurement Protocol and Seller's Proposal.
3. Seller has obtained all necessary authorizations, approvals and waivers, if any, required by Seller as a condition of submitting its Proposal and, if Seller's Proposal is selected, Seller has obtained or will obtain all necessary authorizations, approvals and waivers, if any, required by Seller to execute an Agreement with SCE as negotiated by Seller and SCE using the form of the Agreement set forth in Appendix B-1.
4. Seller is submitting its Proposal subject to all applicable laws including, but not limited to, the Federal Power Act and all amendments thereto, and Public Utilities Code sections 383.5, 399.11 et seq., and 454.5.
5. Seller's proposed Contract Price is calculated based upon the assumptions that (i) Seller will post Performance Assurance equal to the Performance Assurance amount as required in 7.03 of the Procurement Protocol and that Seller specifies in Seller's Proposal Template; and if applicable to Product, (ii) Seller will post Development Security in the amount specified in 3.05 of the Pro Forma Agreement (Appendix B-1 to the Procurement Protocol).
6. Seller has not engaged, and will not engage, in Communications (as defined in Article Eleven of the Procurement Protocol) with any other Seller in the RFP concerning the price terms contained in Seller's Proposal or related matters, and has not engaged in collusion or other unlawful or unfair business practices in connection with the RFP.
7. Seller has provided its Proposal in good faith with the intention of negotiating with and reaching agreement with SCE on an Agreement based substantially on the form of the Agreement set forth in Appendix B-1.
8. The Proposal provided by Seller pertains solely to generation from a Generation Facility employing an ERR or ERRs as a means of producing electricity.

9. ANY BREACH BY SELLER OF THE FOREGOING REPRESENTATIONS AND WARRANTIES IS, IN ADDITION TO ANY OTHER REMEDIES THAT MAY BE AVAILABLE TO SCE UNDER APPLICABLE LAW, GROUNDS FOR IMMEDIATE DISQUALIFICATION OF SUCH SELLER, AND, DEPENDING ON THE NATURE OF THE BREACH, MAY ALSO BE GROUNDS FOR TERMINATING THE RFP IN ITS ENTIRETY.

[Company Name]

By:

[Title]

Date:

EXHIBIT D
Non-Disclosure Agreements

EXHIBIT D-1

Short-Term NDA

[Seller must electronically accept the terms and conditions of the Short-Term NDA by no later than the Structure Due Date by selecting “Yes” to the input field contained in Section K of the Seller’s Proposal Template and Calculator. The Seller’s Proposal Template and Calculator can be downloaded from <http://www.sce.com/RenewRFP>.]

NON-DISCLOSURE AGREEMENT

Between

SOUTHERN CALIFORNIA EDISON COMPANY

and

[Seller]

This Non-Disclosure Agreement (“Agreement”) dated as of _____ (“Effective Date”) is hereby entered into by and between **SOUTHERN CALIFORNIA EDISON COMPANY** (“SCE”), a California corporation, and *[Seller]* a *[Legal Status of Seller]* (“Seller”).

SCE and Seller shall sometimes be referred to in this Agreement individually as a “Party” and jointly as the “Parties.”

RECITALS

- A. SCE initiated a request for proposals (“RFP”) to supply energy and associated Green Attributes, Capacity Attributes and Resource Adequacy Benefits from eligible renewable resources (“ERRs”) on *[SCE will insert Issuance Date of RFP]*, 2010, with a goal of negotiating and executing power purchase agreements with ERRs whose proposals are selected pursuant to the RFP.
- B. Seller desires to submit a proposal in response to the RFP.
- C. The Parties desire to keep confidential any confidential or proprietary information disclosed by Seller to SCE as part of Seller’s submission of a proposal in response to the RFP (the “Proposal”), or any confidential or proprietary information that may be disclosed by either Party to the other Party as part of discussions or negotiations with Seller concerning Seller’s Proposal until the latest of: (1) if the Proposal is placed on SCE’s short list, Seller’s submission to SCE of its Short-List Deposit, Exclusivity Agreement, copy of Interconnection Application and an updated NDA, in accordance with Section 4.02 of SCE’s Procurement Protocol; (2) if the Proposal is placed on SCE’s short list, Seller’s notification to SCE that Seller declines to pursue further negotiations; or (3) SCE’s notification to Seller that the Proposal has not been placed on SCE’s short list and SCE does not wish to negotiate the Proposal.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. For purposes of this Agreement, all oral or written (including electronic) communications exchanged between the Parties on or after the Effective Date (as set forth in Section 11 of this Agreement) as part of, or arising out of, the Proposal (including the fact that Seller has submitted the Proposal and, if applicable, the facts that: (i) SCE has short-listed the Proposal; and (ii) the Parties are negotiating the Proposal) shall be referred to as “Confidential Information.”
2. Each Party agrees to treat Confidential Information as confidential with respect to third parties and shall not disclose Confidential Information except as specifically authorized herein or as specifically agreed to by each Party in writing.

Accordingly, each Party must take all necessary precautions and implement all requisite procedures and practices to protect Confidential Information provided by the other Party. Each Party may disclose Confidential Information only to its employees, directors, advisors, attorneys, consultants or accountants who have a strict need to know solely for the purpose of directly assisting such disclosing Party in evaluating the Proposal (“Permitted Disclosee”), or in subsequent discussions or negotiations regarding the Proposal and so long as such disclosing Party advises each Permitted Disclosee of the confidential nature of the Confidential Information and uses reasonable efforts to prevent or limit the disclosure of Confidential Information by such Permitted Disclosee. In addition, the Independent Evaluator (as described in that certain Procurement Protocol for SCE’s 2010 Request for Proposals from Eligible Renewable Energy Resource Suppliers for Electric Energy) is and must be deemed to be a Permitted Disclosee.

Each Party may also disclose Confidential Information to representatives of its rating agencies who have a strict need to know solely for the purpose of directly assisting such disclosing Party in evaluating the Proposal, so long as such disclosing Party advises the rating agency of the confidential nature of the Confidential Information and uses reasonable efforts to prevent or limit the disclosure of Confidential Information by any such rating agency.

3. SCE and the Independent Evaluator may also disclose Confidential Information to the following entities and their staff and divisions thereof in furtherance of the RFP: (i) the California Public Utilities Commission (“CPUC”), (ii) the Procurement Review Group established pursuant to D.02-08-071 and D.03-06-071 (“PRG”), (iii) the California Energy Commission (“CEC”), and (iv) the California Independent System Operator (“CAISO”).

Although SCE will seek confidential treatment of any Confidential Information submitted by it to the CPUC, by means of a motion for protective order under Public Utilities Code section 583 and General Order 66-C, or by appropriate application to or agreement with, the PRG, CAISO and CEC, SCE may disclose Confidential Information under this Paragraph even if no protective order is issued and no confidentiality or non-disclosure agreements are entered into.

Neither SCE nor the Independent Evaluator shall have any liability whatsoever to any party in the event of any unauthorized use or disclosure by a governmental or

- regulatory agency or entity, including, without limitation, the CPUC and all divisions thereof, CEC, FERC, PRG or CAISO, of any Confidential Information or other information disclosed to any of them by SCE or its representatives.
4. Notwithstanding anything to the contrary set forth herein, the obligations set forth in this Agreement shall not apply to and the term “Confidential Information” shall not include:
 - a. Information which is in the public domain as of the Effective Date or which later comes into the public domain from a source other than from the other Party, its Permitted Disclosee or representatives of its rating agencies;
 - b. Information which SCE or Seller can demonstrate in writing was already known to SCE or Seller prior to the Effective Date;
 - c. Information which comes to SCE or Seller from a *bona fide* third party source not under an obligation of confidentiality; or
 - d. Information which is independently developed by SCE or Seller without use of or reference to Confidential Information or information containing Confidential Information.
 5. The Parties agree that irreparable damage would occur if this Agreement were not performed in accordance with its terms or were otherwise breached. Accordingly, a Party may be entitled to seek an injunction or injunctions to prevent breach of this Agreement and to enforce specifically its provisions in any court of competent jurisdiction, in addition to any other remedy to which such Party may be entitled by law or equity.
 6. The Parties agree not to introduce (in whole or in part) into evidence or otherwise voluntarily disclose in any administrative or judicial proceeding, any Confidential Information, except as required by law, legal compulsion, or with the written consent of the Party providing the Confidential Information or as SCE or Seller may be required to disclose to duly authorized governmental or regulatory agencies, including the CPUC or any division thereof, in order to demonstrate the reasonableness of its actions.
 7. All written Confidential Information supplied by a Party, and all copies or translations thereof made by the Party or Permitted Disclosee who received the Confidential Information, shall, upon written request of the Party who initially provided the Confidential Information, be returned to that Party, destroyed, or held and maintained subject to the terms of this Agreement *provided, however*, that a Party or Permitted Disclosee shall not be obligated to return or destroy any Confidential Information contained in its archive computer back-up system and *provided further, that* a Party may retain copies of Confidential Information to the extent that retention is required by applicable law or regulation.

8. Nothing in this Agreement is intended to waive any attorney-client, work-product or other privilege applicable to any statement, document, communication, or other material of a Party or the Parties.
9. Any notice or communication given pursuant to this Agreement shall be in writing and:
 - a) Delivered personally, in which case delivery is given upon written acknowledgment of receipt;
 - b) Mailed by registered or certified mail; postage prepaid, in which case delivery is given on the earlier of the actual date of delivery, as set forth in the return receipt, or three (3) days from the date posted, or
 - c) Delivery by telecopy, in which case delivery is given upon actual receipt of the entire document.

In any of these cases, the writing shall be sent or delivered as follows (subject to change by either Party by notifying the other Party pursuant to this paragraph).

If to SCE: Southern California Edison Company
 2244 Walnut Grove Avenue
 Rosemead, California 91770
 Attention: Director, Renewable and Alternative Power
 Telephone: (626) 302-1212
 Facsimile: (626) 302-1103

If to Seller:

[Name of Seller]
[Address of Seller]

Telephone:

Facsimile:

With copy to:

Telephone:

Facsimile:

10. This Agreement shall be effective as of the Effective Date and shall terminate on the latest of: (1) if the Proposal is placed on SCE's short list, Seller's submission to SCE of its Short-List Deposit, Exclusivity Agreement, copy of Interconnection Application and a Long-term NDA, in accordance with the requirements of SCE's Procurement Protocol; (2) if the Proposal is placed on SCE's short list, Seller's notification to SCE that Seller declines to pursue further negotiations; or (3) SCE's notification to Seller

that the Proposal has not been placed on SCE's short list and SCE does not wish to negotiate the Proposal; *provided* that the Parties' obligation to protect Confidential Information hereunder shall survive the termination of this Agreement and remain in effect until five years from the Effective Date, or earlier upon the mutual written consent of the Parties or as required by applicable law or decision of the CPUC.

11. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

This Agreement shall be construed as if each Party was its author and each Party hereby adopts the language of this Agreement as if it were its own.

12. Any waiver of the requirements and provisions of this Agreement shall be in writing.

The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed as a waiver of such provision or a relinquishment of the right thereafter to enforce such provision.

13. This Agreement may not be modified except by a written agreement executed by both Parties.

14. This Agreement shall be interpreted, governed and construed under the laws of the State of California (without giving effect to its conflict of laws provisions that could apply to the law of another jurisdiction) as if executed in and to be wholly performed within the State of California.

15. This Agreement fully expresses the Parties' agreement concerning the subject matter hereof and supersedes any prior agreements or understandings regarding the same subject matter.

16. The signatories hereto represent that they have been duly authorized to enter into this Agreement on behalf of the Party for whom they sign.

17. If any provision hereof is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such enforceability or invalidity shall not affect the enforceability or invalidity of any other provision of this Agreement.

18. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.

[Seller's Full Name],

**SOUTHERN CALIFORNIA EDISON
COMPANY,**

[Legal Status of Seller]

a California corporation.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT D-2

Long-Term NDA

[If Seller is short-listed, (a) then by ten (10) business days following SCE's short-list notification, Seller must accept the terms and conditions of the following Long-Term NDA; and (b) instructions pertaining to submission of the Long-Term NDA will be provided in Seller's short-list notification email.]

NON-DISCLOSURE AGREEMENT

Between

SOUTHERN CALIFORNIA EDISON COMPANY

and

[Seller]

This Non-Disclosure Agreement ("Agreement") dated as of _____ ("Effective Date") is hereby entered into by and between SOUTHERN CALIFORNIA EDISON COMPANY ("SCE"), a California corporation, and *[Seller]* a *[Legal Status of Seller]* ("Seller").

SCE and Seller shall sometimes be referred to in this Agreement individually as a "Party" and jointly as the "Parties."

RECITALS

- A. SCE initiated a request for proposals ("RFP") to supply energy and associated Green Attributes, Capacity Attributes and Resource Adequacy Benefits from eligible renewable resources ("ERRs") on *[SCE will insert Issuance Date of RFP]*, 2010, with a goal of negotiating and executing power purchase agreements with ERRs whose proposals are selected pursuant to the RFP.
- B. Seller desires to submit a proposal in response to the RFP.
- C. The Parties desire to keep confidential any confidential or proprietary information disclosed by Seller to SCE as part of Seller's submission of a proposal in response to the RFP (the "Proposal"), or any confidential or proprietary information that may be disclosed by either Party to the other Party as part of discussions or negotiations with Seller concerning Seller's Proposal.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. For purposes of this Agreement, all oral or written (including electronic) communications exchanged between the Parties on or after the Effective Date (as set forth in Section 11 of this Agreement) as part of, or arising out of, the Proposal (including the fact that Seller has submitted the Proposal and, if applicable, the facts that: (i) SCE has short-listed the Proposal; and (ii) the Parties are negotiating the Proposal) shall be referred to as “Confidential Information.”
2. Each Party agrees to treat Confidential Information as confidential with respect to third parties and shall not disclose Confidential Information except as specifically authorized herein or as specifically agreed to by each Party in writing.

Accordingly, each Party must take all necessary precautions and implement all requisite procedures and practices to protect Confidential Information provided by the other Party. Each Party may disclose Confidential Information only to its employees, directors, advisors, attorneys, consultants or accountants who have a strict need to know solely for the purpose of directly assisting such disclosing Party in evaluating the Proposal (“Permitted Disclosee”), or in subsequent discussions or negotiations regarding the Proposal and so long as such disclosing Party advises each Permitted Disclosee of the confidential nature of the Confidential Information and uses reasonable efforts to prevent or limit the disclosure of Confidential Information by such Permitted Disclosee. In addition, the Independent Evaluator (as described in that certain Procurement Protocol for SCE’s 2010 Request for Proposals from Eligible Renewable Energy Resource Suppliers for Electric Energy) is and must be deemed to be a Permitted Disclosee.

Each Party may also disclose Confidential Information to representatives of its rating agencies who have a strict need to know solely for the purpose of directly assisting such disclosing Party in evaluating the Proposal, so long as such disclosing Party advises the rating agency of the confidential nature of the Confidential Information and uses reasonable efforts to prevent or limit the disclosure of Confidential Information by any such rating agency.

3. SCE and the Independent Evaluator may also disclose Confidential Information to the following entities and their staff and divisions thereof in furtherance of the RFP: (i) the California Public Utilities Commission (“CPUC”), (ii) the Procurement Review Group established pursuant to D.02-08-071 and D.03-06-071 (“PRG”), (iii) the California Energy Commission (“CEC”), and (iv) the California Independent System Operator (“CAISO”).

Although SCE will seek confidential treatment of any Confidential Information submitted by it to the CPUC, by means of a motion for protective order under Public Utilities Code section 583 and General Order 66-C, or by appropriate application to or agreement with, the PRG, CAISO and CEC, SCE may disclose Confidential Information under this Paragraph even if no protective order is issued and no confidentiality or non-disclosure agreements are entered into.

Neither SCE nor the Independent Evaluator shall have any liability whatsoever to any party in the event of any unauthorized use or disclosure by a governmental or regulatory agency or entity, including, without limitation, the CPUC and all divisions thereof, CEC, FERC, PRG or CAISO, of any Confidential Information or other information disclosed to any of them by SCE or its representatives.

SCE may also disclose Confidential Information as may be reasonably required to participate in any auction, market or other process pertaining to the allocation of priorities or rights related to the transmission of electrical energy sold or to be sold to SCE under any agreement reached as a result of discussions or negotiations.

4. Notwithstanding anything to the contrary set forth herein, the obligations set forth in this Agreement shall not apply to and the term "Confidential Information" shall not include:
 - a. Information which is in the public domain as of the Effective Date or which later comes into the public domain from a source other than from the other Party, its Permitted Disclosee or representatives of its rating agencies;
 - b. Information which SCE or Seller can demonstrate in writing was already known to SCE or Seller prior to the Effective Date;
 - c. Information which comes to SCE or Seller from a *bona fide* third party source not under an obligation of confidentiality; or
 - d. Information which is independently developed by SCE or Seller without use of or reference to Confidential Information or information containing Confidential Information.
5. The Parties agree that irreparable damage would occur if this Agreement were not performed in accordance with its terms or were otherwise breached. Accordingly, a Party may be entitled to seek an injunction or injunctions to prevent breach of this Agreement and to enforce specifically its provisions in any court of competent jurisdiction, in addition to any other remedy to which such Party may be entitled by law or equity.
6. The Parties agree not to introduce (in whole or in part) into evidence or otherwise voluntarily disclose in any administrative or judicial proceeding, any Confidential Information, except as required by law, legal compulsion, or with the written consent of the Party providing the Confidential Information or as SCE or Seller may be required to disclose to duly authorized governmental or regulatory agencies, including the CPUC or any division thereof, in order to demonstrate the reasonableness of its actions.
7. All written Confidential Information supplied by a Party, and all copies or translations thereof made by the Party or Permitted Disclosee who received the Confidential Information, shall, upon written request of the Party who initially provided the Confidential Information, be returned to that Party, destroyed, or held and maintained subject to the terms of this Agreement *provided, however*, that a Party

11. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the Parties hereto.

This Agreement shall be construed as if each Party was its author and each Party hereby adopts the language of this Agreement as if it were its own.

12. Any waiver of the requirements and provisions of this Agreement shall be in writing.

The failure of either Party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other Party of any of such provisions, shall in no way be construed as a waiver of such provision or a relinquishment of the right thereafter to enforce such provision.

13. This Agreement may not be modified except by a written agreement executed by both Parties.

14. This Agreement shall be interpreted, governed and construed under the laws of the State of California (without giving effect to its conflict of laws provisions that could apply to the law of another jurisdiction) as if executed in and to be wholly performed within the State of California.

15. This Agreement fully expresses the Parties' agreement concerning the subject matter hereof and supersedes any prior agreements or understandings regarding the same subject matter.

16. The signatories hereto represent that they have been duly authorized to enter into this Agreement on behalf of the Party for whom they sign.

17. If any provision hereof is unenforceable or invalid, it shall be given effect to the extent it may be enforceable or valid, and such enforceability or invalidity shall not affect the enforceability or invalidity of any other provision of this Agreement.

[Remainder of page left blank intentionally.]

18. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by other electronic means shall be deemed to be their original signatures for all purposes.

[Seller's Full Name],

**SOUTHERN CALIFORNIA EDISON
COMPANY,**

[Legal Status of Seller]

a California corporation.

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

EXHIBIT E

Form of Letter of Credit for Short-List Deposit

IRREVOCABLE NONTRANSFERABLE STANDBY
LETTER OF CREDIT

Reference Number:

Transaction Date:

BENEFICIARY:

Southern California Edison Company
2244 Walnut Grove Avenue
Risk Control GO#1, Quad 1C
Rosemead, CA 91770

Ladies and Gentlemen:

_____ (the "Bank") hereby establishes this Irrevocable Nontransferable Standby Letter of Credit ("Letter of Credit") in favor of Southern California Edison Company, a California corporation (the "Beneficiary"), for the account of _____, a _____ corporation, (the "Applicant"), for the amount of XXX AND XX/100 Dollars (\$_____) (the "Available Amount"), effective immediately and expiring at 5:00 p.m., California time, on the Expiration Date.

This Letter of Credit shall be of no further force or effect upon the close of business on _____ or, if such day is not a Business Day (as hereinafter defined), on the next preceding Business Day (the "Expiration Date").

For the purposes hereof, "Business Day" shall mean any day on which commercial banks are not authorized or required to close in Los Angeles, California.

Subject to the terms and conditions herein, funds under this Letter of Credit are available to Beneficiary by presentation in compliance on or prior to 5:00 p.m. California time, on or prior to the Expiration Date of the following:

1. The original of this Letter of Credit and all amendments (or photocopy of the original for partial drawings); and
2. The Drawing Certificate issued in the form of Attachment A attached hereto and which forms an integral part hereof, duly completed and purportedly bearing the signature of an authorized representative of the Beneficiary.

Notwithstanding the foregoing, any drawing hereunder may be requested by transmitting the requisite documents as described above to the Bank by facsimile at _____ or such other number as specified from time-to-time by the Bank.

The facsimile transmittal shall be deemed delivered when received. Drawings made by facsimile transmittal are deemed to be the operative instrument without the need of originally signed documents.

Partial drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided that*, the Available Amount shall be reduced by the amount of each such drawing.

This Letter of Credit is not transferable or assignable. Any purported transfer or assignment shall be void and of no force or effect.

Banking charges shall be the sole responsibility of the Applicant.

This Letter of Credit sets forth in full our obligations and such obligations shall not in any way be modified, amended, amplified or limited by reference to any documents, instruments or agreements referred to herein, except only the attachment referred to herein; and any such reference shall not be deemed to incorporate by reference any document, instrument or agreement except for such attachment.

The Bank engages with the Beneficiary that Beneficiary's drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Bank on or before the Expiration Date.

Except so far as otherwise stated, this Letter of Credit is subject to the International Standby Practices ISP98 (also known as ICC Publication No. 590), or revision currently in effect (the "ISP"). As to matters not covered by the ISP, the laws of the State of California, without regard to the principles of conflicts of laws thereunder, shall govern all matters with respect to this Letter of Credit.

AUTHORIZED SIGNATURE for Issuer

(Name)

Title: _____

- End -

EXHIBIT EF
Form of Draw Certificate

[BENEFICIARY LETTERHEAD]
Drawing Certificate
TO *[ISSUING BANK NAME]*
IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT
No. _____

DRAWING CERTIFICATE

Bank
Bank Address

Subject: Irrevocable Non-transferable Standby Letter of Credit
Reference Number: _____

The undersigned _____, an authorized representative of Southern California Edison Company (the “Beneficiary”), hereby certifies to *[Issuing Bank Name]* (the “Bank”), and _____ (the “Applicant”), with reference to Irrevocable Nontransferable Standby Letter of Credit No. {_____}, dated _____, (the “Letter of Credit”), issued by the Bank in favor of the Beneficiary, as follows as of the date hereof:

1. The Beneficiary is entitled to draw under the Letter of Credit an amount equal to \$ _____, for the following reason(s) [check applicable provision]:
 - A. The Applicant has forfeited its Short-List Deposit, or
 - B. A Letter of Credit Default has occurred and has not been cured, or
 - C. The Letter of Credit will expire in fewer than twenty (20) Business Days from the date hereof, and Applicant has not provided Beneficiary an alternative deposit acceptable to Beneficiary, or
 - D. The Bank has provided written notice to the Beneficiary of the Bank’s intent not to renew the Letter of Credit following the present Expiration Date thereof (“Notice of Non-renewal”), and Applicant has failed to provide the Beneficiary with a replacement letter of credit satisfactory to Beneficiary in its sole discretion within thirty (30) days following the date of the Notice of Non-renewal.

The above in accordance with the terms of the Procurement Protocol issued by the Beneficiary on [date of RFP], as it may be amended from time to time

2. Based upon the foregoing, the Beneficiary hereby makes demand under the Letter of Credit for payment of U.S. DOLLARS AND ____/100ths (U.S.\$ _____), which amount does not exceed (i) the amount set forth in paragraph 1 above, and (ii) the Available Amount under the Letter of Credit as of the date hereof.

3. Funds paid pursuant to the provisions of the Letter of Credit shall be wire transferred to the Beneficiary in accordance with the following instructions:

Unless otherwise provided herein, capitalized terms which are used and not defined herein shall have the meaning given each such term in the Letter of Credit.

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the Beneficiary by its authorized representative as of this ____ day of _____, _____.

Beneficiary: SOUTHERN CALIFORNIA EDISON COMPANY

By:
Name:
Title:

Document comparison by Workshare Professional on Thursday, June 10, 2010
2:33:32 PM

Input:	
Document 1 ID	PowerDocs://LAW/1715227/1
Description	LAW-#1715227-v1-R.08-08-009_Amended_2010_RPS_Procurement_Plan_-_Attachment_2-10_Amended_2010_Form_of_Seller's_Proposal
Document 2 ID	PowerDocs://LAW/1732042/1
Description	LAW-#1732042-v1-R.08-08-009_Second_Amended_2010_RPS_Procurement_Plan_-_Attachment_2-10_Second_Amended_2010_Form_of_Seller's_Proposal
Rendering set	Standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	34
Deletions	16
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	50

ATTACHMENT 2-11

Amended 2010 Pro Forma WSPP Confirmation for REC Product

**WSPP AGREEMENT
REC CONFIRMATION
BETWEEN**

AND

This confirmation ("Confirmation") confirms the transaction ("Transaction") between [] ("Seller") and [] ("Purchaser"), each individually a "Party" and together the "Parties", effective as of [], 20[] (the "Confirmation Effective Date"). This Transaction is governed by the WSPP Agreement effective as of [], 20[], along with any amendments and annexes executed between the Parties, thereto (the "WSPP Agreement"). The WSPP Agreement and this Confirmation shall be collectively referred to herein as the "Agreement." Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the WSPP Agreement or in the RPS (as defined below).

**ARTICLE 1
COMMERCIAL TERMS**

Seller: _____	Purchaser: _____						
Contact Information:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><u>Seller</u></td> <td style="width: 50%; border: none;"><u>Purchaser</u></td> </tr> <tr> <td style="border: none;">Tel: _____</td> <td style="border: none;">Tel: _____</td> </tr> <tr> <td style="border: none;">Fax: _____</td> <td style="border: none;">Fax: _____</td> </tr> </table>	<u>Seller</u>	<u>Purchaser</u>	Tel: _____	Tel: _____	Fax: _____	Fax: _____
<u>Seller</u>	<u>Purchaser</u>						
Tel: _____	Tel: _____						
Fax: _____	Fax: _____						
Product:	<p>All California RPS-Eligible RECs associated with the Contract Quantity and Green Attributes from the Project for the applicable Product Vintage. The obligation of Seller to deliver the Product exclusively to Buyer, for each of the applicable Product Vintage years, is as follows:</p> <p>Obligation: (<i>Check One</i>):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Unit Contingent <input type="checkbox"/> Unit Specific <input type="checkbox"/> Generation Contingent <input type="checkbox"/> Firm 						
Contract Quantity:	[[] MWh/[] REC] [All RECs associated with the entire output of the Project.]						
Product Vintage:	_____						
Project:	<p>Name of Facility(ies): Location: EIA Number: CEC ID: WREGIS ID: Certification Date: On-line Date:</p> <p>[For Pooled Facilities: All Product sold hereunder shall be from one or more of the [type of generation] facilities listed below: (all, the "Pooled Facilities".)</p> <p>The Parties acknowledge and agree that the Project consists of the Pooled Facilities and Seller is permitted to utilize the Pooled Facilities in order to satisfy its obligations</p>						

	<p>hereunder.</p> <p>The Parties further acknowledge and agree that, with respect to Section 3.1(a) of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by the Pooled Facilities used to satisfy the Contract Quantity, and that Buyer is not entitled to any additional Product produced by the Pooled Facilities in the Project above and beyond the Contract Quantity.</p> <p>"Project" shall include, and be limited to, the facilities listed above that have received LORS Certification.]</p>
Resource:	_____
Contract Price:	[\$[]/MWh/\$[] REC]
Term:	The Term of this Transaction shall commence upon the Confirmation Effective Date and shall continue until the later of (i) the expiration of the Delivery Term and (ii) all obligations of the Parties under this Agreement have been satisfied.
Delivery Term:	The Delivery Term of this Transaction shall commence on [], 20[] and shall continue until [delivery by Seller to Purchaser of the Product has been completed/[], 20[]].
Delivery Point:	Purchaser's WREGIS account [<i>specify account information</i>]
Conditions:	<p>The commencement of the Delivery Term shall be contingent upon all of the following conditions (the "Conditions") having been satisfied:</p> <p>(a) Purchaser shall have obtained or waived CPUC Approval of this Confirmation; and</p> <p>(b) Certification of the Project by the California Energy Commission ("CEC") as an RPS-eligible resource.</p> <p>Both Parties shall take all reasonable action to satisfy the Conditions.</p> <p>Either Party may terminate this Confirmation on notice if (i) the CPUC fails to issue a final and non-appealable order granting CPUC Approval on or before <i>[date]</i>; or (ii) Purchaser has not obtained or waived CPUC Approval by <i>[date]</i> and notice of such termination is given within fifteen (15) days of [_____].</p> <p>Purchaser may terminate this Confirmation on notice if (i) the Project has not been certified by the CEC as an RPS-eligible resource by <i>[date]</i>; or (ii) if Seller fails to obtain LORS Certification for the Project from the CEC by the Delivery Period Commencement Date.</p> <p>In the event of a termination under this section, neither Party shall be liable for a Termination Payment and Article 22 of the WSPP Agreement shall not apply.</p>

ARTICLE 2 DEFINITIONS

“Accepted Electrical Practices” means (a) those practices, methods, applicable codes, and acts engaged in or approved by a significant portion of the electric power industry during the relevant time period, or (b) in the absence of such practices, methods, applicable codes, and acts, any of the practices, methods, and acts which, in exercise of reasonable judgment in light of the facts known at the time a decision is made, could have been expected to accomplish a desired result at reasonable cost consistent with good business practices, reliability, safety, and expedition. Acceptable Electrical Practices are not intended to be limited to the optimum practices, methods, or acts to the exclusion of other, but rather refers to a spectrum of practices, methods, and acts generally accepted, or approved by a significant portion of the electric power industry in the relevant region, during the relevant time period, as described in the immediately preceding sentence.

“Buyer” means Purchaser.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer’s administration of the Agreement; and

(b) finds that any procurement pursuant to this Agreement is procurement of renewable energy credits that 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, for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

“Delivered” or “Delivery” or “Deliver” means the transfer from Seller to Purchaser of the Contract Quantity of the Product in accordance with the California RPS Program, including its regulations and procedures, necessary for recognition by WREGIS of the transfer to Purchaser, or Seller’s delivery to Purchaser of a WREGIS Certificate. Delivery of Product shall not be contingent on and is independent of delivery of the electricity associated with the Project.

“Delivery Date” means the date or dates on which the Product is Delivered pursuant to this Confirmation.

“Delivery Term” means “Delivery Period”.

“Firm” means Seller has agreed to sell and Deliver, and Purchaser has agreed to buy and receive the Contract Quantity of the Product during the Delivery Term consistent with the terms of this Confirmation without excuse for non-Delivery by Seller except for Uncontrollable Force, and as such, if Seller fails to Deliver the Product, then Section 21.3 of the WSPP Agreement shall apply.

“Generation Contingent” means Seller’s failure to Deliver is excused if the Renewable Energy Facility for any reason does not generate sufficient measured energy in the Vintage to satisfy all obligations of Seller to Deliver the Contract Quantity of the Product during the Delivery Term from the Renewable Energy Facility. In such event, Section 21.3 of the WSPP Agreement shall not apply.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

- (1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
- (2) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;¹
- (3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

- (i) Any energy, capacity, reliability or other power attributes from the Project,
- (ii) Production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,
- (iii) Fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or
- (iv) Emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“LORS Certification” means certification by the CEC of an electric generation facility not located within the state of California that such facility meets California’s environmental quality laws, ordinances, regulations, and standards as set forth in the CEC’s RPS Eligibility Guidebook.

“Renewable Energy Credit” or “REC” has the meaning set forth in California Public Utilities Code Section 399.12(f) and CPUC Decision 10-03-021, as may be amended from time to time or as further defined or supplemented by law.

“Renewable Energy Facility” means an electric generation unit or other facility or installation that produces electric energy using a Renewable Energy Source.

“Renewable Energy Source” means an energy source that is not fossil carbon-based, non-renewable or radioactive, and may include solar, wind, biomass, geothermal, landfill gas or wave, tidal and thermal ocean technologies.

“Reporting Year” means a twelve-month compliance period specified under WREGIS.

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

"RPS" means the California Renewables Portfolio Standard Program as codified at California Public Utilities Code Section 399.11 *et seq.*, and any decisions by the CPUC related thereto.

"Unit Specific" when referring to the Product means that the Renewable Energy Facility that has generated or is eligible to generate the Product is and must be specified.

"Unit Contingent" means that Seller is excused from any failure to Deliver the Product on account of failure of a specified Renewable Energy Facility to generate the amount of RECs necessary in the Vintage or other time period indicated. In such event, Section 21.3 of the WSPP Agreement shall not apply.

"Vintage" means the calendar year, Reporting Year or other calendar period specified by the Parties or WREGIS, as applicable, in which the Product is created or first valid for use under the California RPS Program.

"WREGIS" means the Western Renewable Energy Generation Information System or its successor organization recognized under applicable laws for the registration, transfer or ownership of RECs, Environmental Attributes or Green Attributes (as defined in the elected Exhibit if applicable).

"WREGIS Certificate" means "Certificate" as defined by WREGIS in the WREGIS Operating Rules.

"WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS.

ARTICLE 3 CONVEYANCE OF RENEWABLE ATTRIBUTES

3.1 Seller's Conveyance of Contract Quantity of the Product and Green Attributes

(a) Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

(b) For each month of the Delivery Term, Seller shall deliver and convey the Contract Quantity of the Product and the Green Attributes pursuant to this Article 3 within five (5) Business Days after the end of the month in which the WREGIS Certificates for such Contract Quantity of the Product and the Green Attributes are created by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to Contract Quantity of the Product and the quantity of such Green Attributes, to Purchaser into Purchaser's WREGIS account such that all right, title and interest in and to such WREGIS Certificates shall transfer from Seller to Purchaser.

3.2 WREGIS Registration

During the Term, Seller, at its own cost and expense, shall maintain its registration of the Project with WREGIS and shall use its best efforts to ensure that the Contract Quantity of the Product and all Green Attributes transferred to Purchaser under this Confirmation count towards Purchaser's RPS requirements. Following certification of the Project by the CEC as an RPS-eligible resource, Contract Quantity of the Product and all Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of the Contract Quantity of the Product and the Green Attributes to Purchaser in accordance with WREGIS reporting protocols and WREGIS Operating Rules.

3.3 Cooperation on Delivery; Review of Records; and Audit Rights

(a) Upon either Party's receipt of notice from WREGIS that the transfer of any portion of the Product pursuant to this Confirmation will not be recognized, that Party will immediately so notify the other Party, providing a copy of such notice, and both Parties will cooperate in taking such actions as are necessary and commercially reasonable to cause such transfer to be recognized the Delivery Obligation

to be met. Each Party agrees to provide copies of its records to the extent reasonably necessary for WREGIS to perform the functions necessary pursuant to this Confirmation and to verify the accuracy of any fact, statement, charge or computation made pursuant hereto if requested by the other Party. If any fact, statement, charge or computation contained any inaccuracy, the necessary adjustments and any resulting payments will be made promptly, and the payments will bear interest at the Interest Rate from the date the overpayment or underpayment was made until paid.

(b) If Seller is not the owner or operator of the Project, Seller will cooperate with Purchaser in any efforts to review the records of the original Seller of such Product. If Seller is the owner or operator of the Project, it consents to the Purchaser's assignment of rights under this Section to any subsequent purchaser of such Product.

The obligations set forth in this Section shall terminate with respect to this Transaction on the later of 30 days following the last banking date under WREGIS for the Vintage of the Product Delivered, or the third anniversary of the Delivery Date.

(c) In addition to any audit rights that Purchaser may have under the WSPP Agreement, Seller shall, along with the initial invoice sent to Purchaser by Seller under this Confirmation for any calendar year during the Term and at other times as may be requested by Purchaser, provide documentation, including, but not limited to, meter data as recorded by a meter approved by the Project's governing balancing authority, sufficient to demonstrate that the Product has been conveyed and delivered, subject to the terms of this Confirmation, to Purchaser.

Seller shall, at its own cost and expense, instruct WREGIS to provide Purchaser with a WREGIS produced report of the generation activity from the Project following each month that the Project generates energy that is being used to Deliver the Product. Such information shall be limited to the amount of electric energy generated by the Project during the Term, and shall not include any information or reference to the transfer of WREGIS Certificates from Seller's account to any other entity.

3.4 Obligation To Deliver WREGIS Certificates

Notwithstanding anything to the contrary contained in the WSPP Agreement, if Seller terminates the Transaction under Section 22.2 of the WSPP Agreement, Seller shall not be permitted to suspend performance with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Purchaser has already paid for pursuant this Confirmation.

Notwithstanding anything to the contrary contained in the WSPP Agreement, the obligation to transfer WREGIS Certificates associated with the Contract Quantity of the Product and the Green Attributes that Purchaser has already paid for pursuant to this Confirmation shall survive the termination of this Transaction.

3.5 Transfer Of Renewable Energy Credits

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.

For the avoidance of doubt, the term "renewable energy credit" means Renewable Energy Credit or REC.

**ARTICLE 4
CPUC FILING AND APPROVAL**

Within ____ (__) days after the Confirmation Effective Date, Purchaser shall file with the CPUC the appropriate request for CPUC Approval of this Confirmation. Purchaser shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. Seller shall use commercially reasonable efforts to support Purchaser in obtaining CPUC Approval. Purchaser has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Confirmation or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.

**ARTICLE 5
CREDIT AND COLLATERAL**

5.1 General Provisions

Both Parties agree that Section 27 of the WSPP Agreement shall not apply to this Confirmation. All implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.

5.2 Seller Collateral Requirements

Notwithstanding anything to the contrary contained in the WSPP Agreement, Seller shall provide to, and maintain with, Purchaser, collateral in the form of a cash deposit or Letter of Credit acceptable to SCE as long as Seller or its Guarantor, if any, does not maintain Credit Ratings of at least BBB- from S&P, Baa3 from Moody's, or BBB- with Fitch. The collateral amount shall be equal to \$[] 25% of the remaining total notional value of the forecasted Contract Quantity, multiplied by the Contract Price. The collateral shall be posted with Purchaser upon the earlier of: (a) within five (5) Business Days following the Confirmation Effective Date, or (b) within five (5) Business Days of Seller's or its Guarantor's Credit Ratings falling below BBB- from S&P, Baaa3 from Moody's, or BBB- with Fitch.

**ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS**

6.1 Seller's Representation, Warranties, and Covenants

(a) 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 California Renewable 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.

"Commercially reasonable efforts" shall not require Seller to incur out-of-pocket expenses in excess of \$[amount].

(b) Seller warrants that all necessary steps to allow the renewable energy credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

For the avoidance of doubt, the term "contract" as used in the immediately preceding paragraph means this Agreement.

(c) In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Term that:

- (i) all necessary steps have been taken to allow the Green Attributes associated with the Product to be transferred and Delivered to Purchaser and to be tracked in WREGIS;
- (ii) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;
- (iii) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
- (iv) at the time of Delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
- (v) all necessary steps have been taken to allow the Green Attributes associated with the Product be transferred to Purchaser to be tracked in WREGIS; and
- (vi) following certification of the Project by the CEC as an RPS-eligible resource, the Project is registered with WREGIS as California RPS-eligible.

6.2 Seller's Representation, Warranties, and Covenants Related to the Project

Seller warrants, represents and covenants that:

- (a) Seller will inspect, maintain, and repair the Project in accordance with applicable industry standards, the Project's permit requirements, and Accepted Electrical Practices; and
- (b) Seller will abide by all applicable laws in operating the Project.

ARTICLE 7 PAYMENT

For purposes of Section 9.2 of the WSPP Agreement, Seller shall invoice Purchaser for the payment amount calculated as: (a) the Contract Price multiplied by (b) the Contract Quantity of the applicable Product specified herein. Purchaser shall remit payment for the full amount on the twentieth day of the calendar month following after WREGIS has verified the transfer and Delivery of the Product.

ARTICLE 8 AMENDMENTS TO WSPP AGREEMENT

8.1 Recitals

For purposes of this Confirmation, a new Section 2.5 is added as follows: "This Agreement facilitates transactions in Renewable Energy Credits within the WECC as registered with WREGIS, which transactions are not subject to FERC jurisdiction, based on the general terms and conditions set forth under this FERC accepted or approved Rate Schedule FERC No. 6."

8.2 Definitions For purposes of this Confirmation, Section 4, Definitions, of the WSPP Agreement is amended as follows:

- (a) Section 4.1f, Contract Quantity, is amended by inserting "RECs," after the phrase "The amount of" and before the phrase "capacity and/or energy".
- (b) Section 4.14, Power Marketer, is amended by inserting, "RECs" after the phrase "takes

title to” and before the phrase “electric energy, transmission and/or other services”.

(c) Section 4.14a, Physically Settled Option, is amended by inserting “a REC or” in subsection (i) after the words “to buy” and in subsection (ii) after the words “to sell”.

(d) Section 4.16a, Replacement Price, is amended by inserting “RECs or” before each appearance of the phrase “capacity and/or energy”.

(e) Section 4.16b, Resale Price, is amended by inserting “RECs or” before each appearance of the phrase “capacity and/or energy”.

8.3 Uncontrollable Forces

Notwithstanding Section 10 of the WSPP Agreement to the contrary, Purchaser and Seller agree that any failure by Seller to deliver the Product pursuant to this Confirmation due to any Uncontrollable Force shall be deemed to be a failure by Seller to perform such delivery obligation if such failure continues for a period of twelve (12) months or more after the time such delivery was due to be made. Otherwise, the terms of Section 10 of the WSPP Agreement shall apply to this Confirmation, provided that for purposes of this Confirmation Section 10, Uncontrollable Forces, of the WSPP Agreement is amended by (i) inserting “RECs or” before each appearance of the phrase “capacity and/or energy” and (ii) by deleting and replacing the first sentence of the second paragraph with the following: “The following shall not be considered ‘Uncontrollable Forces’: (i) Seller’s cost of obtaining RECs, capacity and/or energy; (ii) Purchaser’s inability due to the price of the RECs, capacity and/or energy to use or resell such RECs, capacity and/or energy; or (iii) the loss of failure of Purchaser’s markets. Force Majeure may include the failure or disruption in Deliveries by WREGIS.”.

8.5 Notices

For purposes of this Confirmation Section 12.2 of the WSPP Agreement is amended by inserting “RECs or” before the phrase “capacity and/or energy”.

8.6 Liability and Damages

For purposes of this Confirmation the following Sections of the WSPP Agreement are amended as follows:

(a) Sections 21.3 and 21.3(a) are amended by inserting “RECs or” before each appearance of the phrase “capacity and/or energy”.

(b) Sections 21.3(a)(1) and 21.3(a)(2) are amended by deleting throughout these subsections the phrases “in any hour” and “for all hours” and the word “hourly” everywhere such phrases and word appear.

(c) Section 21.3(a)(3) is deleted in its entirety.

8.7 Governing Law

For purposes of this Confirmation, Section 24, Governing Law, of the WSPP Agreement is amended by

(a) replacing the Section in its entirety with the following:

“Governing Law. This agreement 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 agreement.

For the avoidance of doubt, the term “agreement” as used in the immediately preceding paragraph means this Agreement.”; and

(b) inserting at the end thereof the following: “Notwithstanding the foregoing, the internal laws of the state of California will govern with respect to compliance with the California RPS Program.”

8.8 Confidentiality

(a) For purposes of this Confirmation, Section 30, Confidentiality, of the WSPP Agreement is amended by inserting at the end of Section 30.1(6) prior to the semicolon the following: “or to Deliver RECs pursuant to the requirements of WREGIS”.

(b) Without limiting the provisions of Section 30 of the WSPP Agreement, Purchaser agrees that, in connection with the filing of this Confirmation with any regulatory agency, Purchaser shall make an appropriate request that all of the terms and conditions of this Confirmation be held in strict confidence and preserved from disclosure to any third party consistent with applicable law; provided that each of Purchaser and Seller may disclose the following information:

- (1) Party names;
- (2) Resource;
- (3) Term;
- (4) Project location;
- (5) Capacity of each Project;
- (6) The fact that the Project is on-line and delivering;
- (7) Delivery Point; and
- (8) The quantity of California RPS-eligible electric energy to be delivered under this Confirmation.

(c) Notwithstanding anything to the contrary in Section 30 or otherwise in the WSPP Agreement, Purchaser, and any entity to which Purchaser may resell the Product delivered by Seller hereunder, will have the right to disclose (i) to any entity or governmental authority having jurisdiction over it any information necessary to demonstrate compliance with any RPS program, and (ii) to any customer of Purchaser that is participating in any voluntary renewable energy compliance program.

8.9 Transaction Specific Terms and Oral Agreements

This Confirmation shall be deemed to be subject to Section 32.3, Process for Confirming Non-Standard Confirmation Provisions, of the WSPP Agreement and specifically Section 32.3.1, Non-Standard Confirmation Provisions for Transactions of Less Than One Week in Duration, of the WSPP Agreement if Delivery occurs within one week from the date of this Confirmation and Section 32.3.1, Non-Standard Confirmation Provisions for Transactions of One Week or More in Duration, of the WSPP Agreement if Delivery occurs within one week or more from the date of this Confirmation.

8.10 Performance, Title, and Warranties for Transactions Under Service Schedules

For purposes of this Confirmation Section 33.2, Title and Risk of Loss, of the WSPP Agreement is amended by inserting "RECs or" before "electric energy", and Section 33.3, Warranties, of the WSPP Agreement is amended by inserting "RECs or" before "electric energy" and the following is added after the first sentence thereof:

SELLER FURTHER REPRESENTS AND WARRANTS TO PURCHASER THAT (I) THE PRODUCT COMPLIES WITH THE CALIFORNIA RPS PROGRAM, (II) SELLER HAS NOT SOLD THE PRODUCT OR ANY GREEN ATTRIBUTES OF THE PRODUCT TO BE TRANSFERRED TO PURCHASER TO ANY OTHER PERSON OR ENTITY; (III) ALL RIGHT, TITLE AND INTEREST IN AND TO THE PRODUCT ARE FREE AND CLEAR OF ANY TAXES OR SECURITY INTERESTS EXCEPT FOR ANY RIGHT OR INTEREST BY ANY ENTITY CLAIMING THROUGH PURCHASER; (IV) EACH OF THE GREEN ATTRIBUTES AND RECS MEETS THE SPECIFICATIONS SET FORTH HEREIN; (V) THE PRODUCT IS SEPARATE FROM THE ELECTRIC ENERGY GENERATED BY THE PROJECT AND (VI) SELLER HAS AND SHALL CONTINUE TO MAINTAIN WREGIS CERTIFICATION.

ARTICLE 9 GOVERNMENT ACTION

In the event the RPS is discontinued, suspended, cancelled, repealed, or replaced with a federal program that substantially increases or decreases the value of RECs, the Purchaser may, upon written notice, terminate this Agreement without further liability to Seller. To the extent that government action renders Delivery illegal under Applicable Law, this Transaction will be terminated and Seller will refund that portion of whatever has been paid for Products not yet Delivered, to the extent it is lawful to do so. Notwithstanding the foregoing, no Transaction will be affected, cancelled, or otherwise impaired by government action that is specific to a Party under Applicable Law taken by a Governmental Authority alleging that Party's violation thereof.

ARTICLE 10 GENERAL PROVISIONS

10.1 Rights and Remedies Related to Exclusivity

Notwithstanding anything to the contrary in the WSPP Agreement, including Section 22.2 and 22.3, Seller acknowledges and agrees that irreparable damage would occur in the event of any breach by Seller of its obligations under Section 3.1 and that money damages may not be a sufficient remedy for any such breach, and that Purchaser shall be entitled, without the requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy in any court of competent jurisdiction notwithstanding the obligation to submit all other disputes (including claims for monetary damages under this Confirmation) to dispute resolution pursuant to Section 34 of the WSPP Agreement.

Such a request for provisional relief does not waive Purchaser's right to seek other remedies for any breach of its obligation to convey the Product and associated Green Attributes exclusively to Purchaser in accordance with this Confirmation, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in the Agreement, or if the Agreement does not specify a remedy for the breach, all other remedies available at law or equity to the Parties for the breach.

10.2 Prevailing Wage

To the extent applicable, Seller shall comply with the prevailing wage requirements of Public Utilities Code Section 339.14, subdivision (h).

10.3 [if Project consists of Pooled Facilities] Facility Identification

Within five (5) Business Days after the end of each month during the Delivery Period, Seller shall (a) identify the facility(s) from the Pooled Facility that the Product was delivered from for that month; (b) provide estimates of the quantity of Product that will be provided in the next month and the facility(s) from which it will be provided.

**ARTICLE 11
TERMINATION**

Notwithstanding anything to the contrary in the WSPP Agreement, the Parties shall determine the Termination Payment for this Transaction in accordance with Sections 22.2 and 22.3 of the WSPP Agreement. Furthermore, with respect to this Transaction only, the following language is to be added at the end of Section 22.3:

“If Purchaser is the Non-Defaulting party and Purchaser reasonably expects to incur penalties or fines from the CPUC, the California ISO or any other governmental entity for failure to meet RPS requirements due to Seller’s Event of Default, then Purchaser may, in good faith, estimate the amount of those penalties or fines and include this estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties or fines are finally ascertained. The rights and obligations with respect to determining and paying any Termination Payment and any dispute resolution with respect thereto, shall survive termination of this Transaction and shall continue until after those penalties or fines are finally ascertained.”

**ARTICLE 12
ADDITIONAL EVENTS OF DEFAULT**

It shall constitute an Event of Default as to Seller under Section 22.1 of the WSPP Agreement if:

- (a) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, or any benefits derived therefrom, to any party other than the Purchaser;
- (b) Seller or the Project owner fails to maintain CEC Certification or LORS Certification, as applicable, for the Project from the CEC; or
- (c) The Project fails to begin operation within six (6) months of the Confirmation Effective Date.

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTACHMENT 2-11

Amended 2010 Pro Forma WSPP Confirmation for REC Product Redline Version

**WSPP AGREEMENT
REC CONFIRMATION
BETWEEN**

AND

This confirmation ("Confirmation") confirms the transaction ("Transaction") between [] ("Seller") and [] ("Purchaser"), each individually a "Party" and together the "Parties", effective as of [], 20[] (the "Confirmation Effective Date"). This Transaction is governed by the WSPP Agreement effective as of [], 20[], along with any amendments and annexes executed between the Parties, thereto (the "WSPP Agreement"). The WSPP Agreement and this Confirmation shall be collectively referred to herein as the "Agreement." Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the WSPP Agreement or in the RPS (as defined below).

**ARTICLE 1
COMMERCIAL TERMS**

Seller: _____	Purchaser: _____						
Contact Information:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><u>Seller</u></td> <td style="width: 50%; border: none;"><u>Purchaser</u></td> </tr> <tr> <td style="border: none;">Tel: _____</td> <td style="border: none;">Tel: _____</td> </tr> <tr> <td style="border: none;">Fax: _____</td> <td style="border: none;">Fax: _____</td> </tr> </table>	<u>Seller</u>	<u>Purchaser</u>	Tel: _____	Tel: _____	Fax: _____	Fax: _____
<u>Seller</u>	<u>Purchaser</u>						
Tel: _____	Tel: _____						
Fax: _____	Fax: _____						
Product:	<p>All California RPS-Eligible RECs associated with the Contract Quantity and Green Attributes from the Project for the applicable Product Vintage. The obligation of Seller to deliver the Product exclusively to Buyer, for each of the applicable Product Vintage years, is as follows:</p> <p>Obligation: (Check One):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Unit Contingent <input type="checkbox"/> Unit Specific <input type="checkbox"/> Generation Contingent <input type="checkbox"/> Firm 						
Contract Quantity:	[[] MWh/[] REC] [All RECs associated with the entire output output of the Project.]						
Product Vintage:	_____						
Project:	<p>Name of Facility(ies): Location: EIA Number: CEC ID: WREGIS ID: Certification Date: On-line Date:</p> <p>[For Pooled Facilities: All Product sold hereunder shall be from one or more of the [type of generation] facilities listed below: (all, the "Pooled Facilities".)</p> <p>The Parties acknowledge and agree that the Project consists of the Pooled Facilities and</p>						

	<p>Seller is permitted to utilize the Pooled Facilities in order to satisfy its obligations hereunder.</p> <p>The Parties further acknowledge and agree that, with respect to Section 3.1(a) of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by the Pooled Facilities used to satisfy the Contract Quantity, and that Buyer is not entitled to any additional Product produced by the Pooled Facilities in the Project above and beyond the Contract Quantity.</p> <p>“Project” shall include, and be limited to, the facilities listed above that have received LORS Certification.]</p>
Resource:	_____
Contract Price:	[\$[]/MWh/\$[] REC]
Term:	The Term of this Transaction shall commence upon the Confirmation Effective Date and shall continue until the later of (i) the expiration of the Delivery Term and (ii) all obligations of the Parties under this Agreement have been satisfied.
Delivery Term:	The Delivery Term of this Transaction shall commence on [], 20[] and shall continue until [delivery by Seller to Purchaser of the Product has been completed/[], 20[]].
Delivery Point:	Purchaser’s WREGIS account [<i>specify account information</i>]
Conditions:	<p>The commencement of the Delivery Term shall be contingent upon all of the following conditions (the “Conditions”) having been satisfied:</p> <p>(a) Purchaser shall have obtained or waived CPUC Approval of this Confirmation; and</p> <p>(b) Certification of the Project by the California Energy Commission (“CEC”) as an RPS-eligible resource.</p> <p>Both Parties shall take all reasonable action to satisfy the Conditions.</p> <p>Either Party may terminate this Confirmation on notice if (i) the CPUC fails to issue a final and non-appealable order granting CPUC Approval on or before <i>[date]</i>; or (ii) Purchaser has not obtained or waived CPUC Approval by <i>[date]</i> and notice of such termination is given within fifteen (15) days of [_____].</p> <p>Purchaser may terminate this Confirmation on notice if (i) the Project has not been certified by the CEC as an RPS-eligible resource by <i>[date]</i>; or (ii) if Seller fails to obtain LORS Certification for the Project from the CEC by the Delivery Period Commencement Date.</p> <p>In the event of a termination under this section, neither Party shall be liable for a Termination Payment and Article 22 of the WSPP Agreement shall not apply.</p>

ARTICLE 2 DEFINITIONS

“Accepted Electrical Practices” means (a) those practices, methods, applicable codes, and acts engaged in or approved by a significant portion of the electric power industry during the relevant time period, or (b) in the absence of such practices, methods, applicable codes, and acts, any of the practices, methods, and acts which, in exercise of reasonable judgment in light of the facts known at the time a decision is made, could have been expected to accomplish a desired result at reasonable cost consistent with good business practices, reliability, safety, and expedition. Acceptable Electrical Practices are not intended to be limited to the optimum practices, methods, or acts to the exclusion of other, but rather refers to a spectrum of practices, methods, and acts generally accepted, or approved by a significant portion of the electric power industry in the relevant region, during the relevant time period, as described in the immediately preceding sentence.

“Buyer” means Purchaser.

“CPUC” means the California Public Utilities Commission or its regulatory successor.

“CPUC Approval” means a final and non-appealable order of the CPUC, without conditions or modifications unacceptable to the Parties, or either of them, which contains the following terms:

(a) approves this Agreement in its entirety, including payments to be made by the Buyer, subject to CPUC review of the Buyer’s administration of the Agreement; and

(b) finds that any procurement pursuant to this Agreement is procurement of renewable energy credits that 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, for purposes of determining Buyer’s compliance with any obligation that it may have to procure eligible renewable energy resources pursuant to the California Renewables Portfolio Standard (Public Utilities Code Section 399.11 *et seq.*), Decision 03-06-071, or other applicable law.

CPUC Approval will be deemed to have occurred on the date that a CPUC decision containing such findings becomes final and non-appealable.

“Delivered” or “Delivery” or “Deliver” means the transfer from Seller to Purchaser of the Contract Quantity of the Product in accordance with the California RPS Program, including its regulations and procedures, necessary for recognition by WREGIS of the transfer to Purchaser, or Seller’s delivery to Purchaser of a WREGIS Certificate. Delivery of Product shall not be contingent on and is independent of delivery of the electricity associated with the Project.

“Delivery Date” means the date or dates on which the Product is Delivered pursuant to this Confirmation.

“Delivery Term” means “Delivery Period”.

“Firm” means Seller has agreed to sell and Deliver, and Purchaser has agreed to buy and receive the Contract Quantity of the Product during the Delivery Term consistent with the terms of this Confirmation without excuse for non-Delivery by Seller except for Uncontrollable Force, and as such, if Seller fails to Deliver the Product, then Section 21.3 of the WSPP Agreement shall apply.

“Generation Contingent” means Seller’s failure to Deliver is excused if the Renewable Energy Facility for any reason does not generate sufficient measured energy in the Vintage to satisfy all obligations of Seller to Deliver the Contract Quantity of the Product during the Delivery Term from the Renewable Energy Facility. In such event, Section 21.3 of the WSPP Agreement shall not apply.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the generation from the Project, and its avoided emission of pollutants. Green Attributes include but are not limited to Renewable Energy Credits, as well as:

- (1) Any avoided emission of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants;
- (2) Any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere;¹
- (3) The reporting rights to these avoided emissions, such as Green Tag Reporting Rights.

Green Tag Reporting Rights are the right of a Green Tag Purchaser to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party at the Green Tag Purchaser’s discretion, and include without limitation those Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of energy.

Green Attributes do not include:

- (i) Any energy, capacity, reliability or other power attributes from the Project,
- (ii) Production tax credits associated with the construction or operation of the Project and other financial incentives in the form of credits, reductions, or allowances associated with the Project that are applicable to a state or federal income taxation obligation,
- (iii) Fuel-related subsidies or “tipping fees” that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or
- (iv) Emission reduction credits encumbered or used by the Project for compliance with local, state, or federal operating and/or air quality permits.

If the Project is a biomass or biogas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Project.

“LORS Certification” means certification by the CEC of an electric generation facility not located within the state of California that such facility meets California’s environmental quality laws, ordinances, regulations, and standards as set forth in the CEC’s RPS Eligibility [Guidebook](#)[Guidebook](#).

“Renewable Energy Credit” or “REC” has the meaning set forth in California Public Utilities Code Section 399.12(f) and CPUC Decision 10-03-021, as may be amended from time to time or as further defined or supplemented by law.

“Renewable Energy Facility” means an electric generation unit or other facility or installation that produces electric energy using a Renewable Energy Source.

“Renewable Energy Source” means an energy source that is not fossil carbon-based, non-renewable or radioactive, and may include solar, wind, biomass, geothermal, landfill gas or wave, tidal and thermal ocean technologies.

“Reporting Year” means a twelve-month compliance period specified under WREGIS.

¹ Avoided emissions may or may not have any value for GHG compliance purposes. Although avoided emissions are included in the list of Green Attributes, this inclusion does not create any right to use those avoided emissions to comply with any GHG regulatory program.

“RPS” means the California Renewables Portfolio Standard Program as codified at California Public Utilities Code Section 399.11 *et seq.*, and any decisions by the CPUC related thereto.

“Unit Specific” when referring to the Product means that the Renewable Energy Facility that has generated or is eligible to generate the Product is and must be specified.

“Unit Contingent” means that Seller is excused from any failure to Deliver the Product on account of failure of a specified Renewable Energy Facility to generate the amount of RECs necessary in the Vintage or other time period indicated. In such event, Section 21.3 of the WSPP Agreement shall not apply.

“Vintage” means the calendar year, Reporting Year or other calendar period specified by the Parties or WREGIS, as applicable, in which the Product is created or first valid for use under the California RPS Program. ~~[HLH—This seems unclear to me, suggest: The year specified here for the Product to count towards Purchaser’s RPS”~~

“WREGIS” means the Western Renewable Energy Generation Information System or its successor organization recognized under applicable laws for the registration, transfer or ownership of RECs, Environmental Attributes or Green Attributes (as defined in the elected Exhibit if applicable).

“WREGIS Certificate” means “Certificate” as defined by WREGIS in the WREGIS Operating Rules.

“WREGIS Operating Rules” means the operating rules and requirements adopted by WREGIS.

ARTICLE 3 CONVEYANCE OF RENEWABLE ATTRIBUTES

3.1 Seller’s Conveyance of Contract Quantity of the Product and Green Attributes

(a) Seller hereby provides and conveys all Green Attributes associated with all electricity generation from the Project to Buyer as part of the Product being delivered. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Project, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Project.

(b) For each month of the Delivery Term, Seller shall deliver and convey the Contract Quantity of the Product and the Green Attributes pursuant to this Article 3 within five (5) Business Days after the end of the month in which the WREGIS Certificates for such Contract Quantity of the Product and the Green Attributes are created by properly transferring such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to Contract Quantity of the Product and the quantity of such Green Attributes, to Purchaser into Purchaser’s WREGIS account such that all right, title and interest in and to such WREGIS Certificates shall transfer from Seller to Purchaser.

3.2 WREGIS Registration

During the Term, Seller, at its own cost and expense, shall maintain its registration of the Project with WREGIS and shall use its best efforts to ensure that the Contract Quantity of the Product and all Green Attributes transferred to Purchaser under this Confirmation count towards Purchaser’s RPS requirements. Following certification of the Project by the CEC as an RPS-eligible resource, Contract Quantity of the Product and all Green Attributes transferred by Seller hereunder shall be designated California RPS-compliant with WREGIS. Seller shall, at its sole expense, use WREGIS as required pursuant to the WREGIS Operating Rules to effectuate the transfer of the Contract Quantity of the Product and the Green Attributes to Purchaser in accordance with WREGIS reporting protocols and WREGIS Operating Rules.

3.3 Cooperation on Delivery; Review of Records; and Audit Rights

(a) Upon either Party’s receipt of notice from WREGIS that the transfer of any portion of the Product pursuant to this Confirmation will not be recognized, that Party will immediately so notify the other Party, providing a copy of such notice, and both Parties will cooperate in taking such actions as are

necessary and commercially reasonable to cause such transfer to be recognized the Delivery Obligation to be met. Each Party agrees to provide copies of its records to the extent reasonably necessary for WREGIS to perform the functions necessary pursuant to this Confirmation and to verify the accuracy of any fact, statement, charge or computation made pursuant hereto if requested by the other Party. If any fact, statement, charge or computation contained any inaccuracy, the necessary adjustments and any resulting payments will be made promptly, and the payments will bear interest at the Interest Rate from the date the overpayment or underpayment was made until paid.

(b) If Seller is not the owner or operator of the Project, Seller will cooperate with Purchaser in any efforts to review the records of the original Seller of such Product. If Seller is the owner or operator of the Project, it consents to the Purchaser's assignment of rights under this Section to any subsequent purchaser of such Product.

The obligations set forth in this Section shall terminate with respect to this Transaction on the later of 30 days following the last banking date under WREGIS for the Vintage of the Product Delivered, or the third anniversary of the Delivery Date.

(c) In addition to any audit rights that Purchaser may have under the WSPP Agreement, Seller shall, along with the initial invoice sent to Purchaser by Seller under this Confirmation for any calendar year during the Term and at other times as may be requested by Purchaser, provide documentation, including, but not limited to, meter data as recorded by a meter approved by the Project's governing balancing authority, sufficient to demonstrate that the Product has been conveyed and delivered, subject to the terms of this Confirmation, to Purchaser.

Seller shall, at its own cost and expense, instruct WREGIS to provide Purchaser with a WREGIS produced report of the generation activity from the Project following each month that the Project generates energy that is being used to Deliver the Product. Such information shall be limited to the amount of electric energy generated by the Project during the Term, and shall not include any information or reference to the transfer of WREGIS Certificates from Seller's account to any other entity.

3.4 Obligation To Deliver WREGIS Certificates

Notwithstanding anything to the contrary contained in the WSPP Agreement, if Seller terminates the Transaction under Section 22.2 of the WSPP Agreement, Seller shall not be permitted to suspend performance with respect to the obligation to transfer WREGIS Certificates associated with Green Attributes that Purchaser has already paid for pursuant this Confirmation.

Notwithstanding anything to the contrary contained in the WSPP Agreement, the obligation to transfer WREGIS Certificates associated with the Contract Quantity of the Product and the Green Attributes that Purchaser has already paid for pursuant to this Confirmation shall survive the termination of this Transaction.

3.5 Transfer Of Renewable Energy Credits

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.

For the avoidance of doubt, the term "renewable energy credit" means Renewable Energy Credit or REC.

**ARTICLE 4
CPUC FILING AND APPROVAL**

Within ____ (__) days after the Confirmation Effective Date, Purchaser shall file with the CPUC the appropriate request for CPUC Approval of this Confirmation. Purchaser shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. Seller shall use commercially reasonable efforts to support Purchaser in obtaining CPUC Approval. Purchaser has no obligation to seek rehearing or to appeal a CPUC decision which fails to approve this Confirmation or which contains findings required for CPUC Approval with conditions or modifications unacceptable to either Party.

**ARTICLE 5
CREDIT AND COLLATERAL**

5.1 General Provisions

Both Parties agree that Section 27 of the WSPP Agreement shall not apply to this Confirmation. All implied rights relating to financial assurances arising from Section 2-609 of the Uniform Commercial Code or case law applying similar doctrines, are hereby waived.

5.2 Seller Collateral Requirements

Notwithstanding anything to the contrary contained in the WSPP Agreement, Seller shall provide to, and maintain with, Purchaser, collateral in the form of a cash deposit or Letter of Credit acceptable to SCE as long as Seller or its Guarantor, if any, does not maintain Credit Ratings of at least BBB- from S&P, Baa3 from Moody's, or BBB- with Fitch. The collateral amount shall be equal to \$[] 25% of the remaining total notional value of the forecasted Contract Quantity, multiplied by the Contract Price. The collateral shall be posted with Purchaser upon the earlier of: (a) within five (5) Business Days following the Confirmation Effective Date, or (b) within five (5) Business Days of Seller's or its Guarantor's Credit Ratings falling below BBB- from S&P, Baaa3 from Moody's, or BBB- with Fitch.

**ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS**

6.1 Seller's Representation, Warranties, and Covenants

(a) 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 California Renewable 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.

"Commercially reasonable efforts" shall not require Seller to incur out-of-pocket expenses in excess of \$[amount].

(b) Seller warrants that all necessary steps to allow the renewable energy credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract.

For the avoidance of doubt, the term "contract" as used in the immediately preceding paragraph means this Agreement.

(c) In addition to the foregoing, Seller warrants, represents and covenants, as of the Confirmation Effective Date and throughout the Term that:

- (i) all necessary steps have been taken to allow the Green Attributes associated with the Product to be transferred and Delivered to Purchaser and to be tracked in WREGIS;
- (ii) Seller has the contractual rights to sell all right, title, and interest in the Product agreed to be delivered hereunder;
- (iii) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;
- (iv) at the time of Delivery, all rights, title, and interest in the Product to be delivered under this Confirmation are free and clear of all liens, taxes, claims, security interests, or other encumbrances of any kind whatsoever;
- (v) all necessary steps have been taken to allow the Green Attributes associated with the Product be transferred to Purchaser to be tracked in WREGIS; and
- (vi) following certification of the Project by the CEC as an RPS-eligible resource, the Project is registered with WREGIS as California RPS-eligible.

6.2 Seller's Representation, Warranties, and Covenants Related to the Project

Seller warrants, represents and covenants that:

- (a) Seller will inspect, maintain, and repair the Project in accordance with applicable industry standards, the Project's permit requirements, and Accepted Electrical Practices; and
- (b) Seller will abide by all applicable laws in operating the Project.

ARTICLE 7 PAYMENT

For purposes of Section 9.2 of the WSPP Agreement, Seller shall invoice Purchaser for the payment amount calculated as: (a) the Contract Price multiplied by (b) the Contract Quantity of the applicable Product specified herein. Purchaser shall remit payment for the full amount on the twentieth day of the calendar month following after WREGIS has verified the transfer and Delivery of the Product.

ARTICLE 8 AMENDMENTS TO WSPP AGREEMENT

8.1 Recitals

For purposes of this Confirmation, a new Section 2.5 is added as follows: "This Agreement facilitates transactions in Renewable Energy Credits within the WECC as registered with WREGIS, which transactions are not subject to FERC jurisdiction, based on the general terms and conditions set forth under this FERC accepted or approved Rate Schedule FERC No. 6."

8.2 Definitions For purposes of this Confirmation, Section 4, Definitions, of the WSPP Agreement is amended as follows:

- (a) Section 4.1f, Contract Quantity, is amended by inserting “RECs,” after the phrase “The amount of” and before the phrase “capacity and/or energy”.
- (b) Section 4.14, Power Marketer, is amended by inserting, “RECs” after the phrase “takes title to” and before the phrase “electric energy, transmission and/or other services”.
- (c) Section 4.14a, Physically Settled Option, is amended by inserting “a REC or” in subsection (i) after the words “to buy” and in subsection (ii) after the words “to sell”.
- (d) Section 4.16a, Replacement Price, is amended by inserting “RECs or” before each appearance of the phrase “capacity and/or energy”.
- (e) Section 4.16b, Resale Price, is amended by inserting “RECs or” before each appearance of the phrase “capacity and/or energy”.

8.3 Uncontrollable Forces

Notwithstanding Section 10 of the WSPP Agreement to the contrary, Purchaser and Seller agree that any failure by Seller to deliver the Product pursuant to this Confirmation due to any Uncontrollable Force shall be deemed to be a failure by Seller to perform such delivery obligation if such failure continues for a period of twelve (12) months or more after the time such delivery was due to be made. Otherwise, the terms of Section 10 of the WSPP Agreement shall apply to this Confirmation, provided that for purposes of this Confirmation Section 10, Uncontrollable Forces, of the WSPP Agreement is amended by (i) inserting “RECs or” before each appearance of the phrase “capacity and/or energy” and (ii) by deleting and replacing the first sentence of the second paragraph with the following: “The following shall not be considered ‘Uncontrollable Forces’: (i) Seller’s cost of obtaining RECs, capacity and/or energy; (ii) Purchaser’s inability due to the price of the RECs, capacity and/or energy to use or resell such RECs, capacity and/or energy; or (iii) the loss of failure of Purchaser’s markets. Force Majeure may include the failure or disruption in Deliveries by WREGIS.”.

8.5 Notices

For purposes of this Confirmation Section 12.2 of the WSPP Agreement is amended by inserting “RECs or” before the phrase “capacity and/or energy”.

8.6 Liability and Damages

For purposes of this Confirmation the following Sections of the WSPP Agreement are amended as follows:

- (a) Sections 21.3 and 21.3(a) are amended by inserting “RECs or” before each appearance of the phrase “capacity and/or energy”.
- (b) Sections 21.3(a)(1) and 21.3(a)(2) are amended by deleting throughout these subsections the phrases “in any hour” and “for all hours” and the word “hourly” everywhere such phrases and word appear.
- (c) Section 21.3(a)(3) is deleted in its entirety.

8.7 Governing Law

For purposes of this Confirmation, Section 24, Governing Law, of the WSPP Agreement is amended by

- (a) replacing the Section in its entirety with the following:

“Governing Law. This agreement 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 agreement.

For the avoidance of doubt, the term “agreement” as used in the immediately preceding paragraph means this Agreement.”; and

(b) inserting at the end thereof the following: “Notwithstanding the foregoing, the internal laws of the state of California will govern with respect to compliance with the California RPS Program.”

8.8 Confidentiality

(a) For purposes of this Confirmation, Section 30, Confidentiality, of the WSPP Agreement is amended by inserting at the end of Section 30.1(6) prior to the semicolon the following: “or to Deliver RECs pursuant to the requirements of WREGIS”.

(b) Without limiting the provisions of Section 30 of the WSPP Agreement, Purchaser agrees that, in connection with the filing of this Confirmation with any regulatory agency, Purchaser shall make an appropriate request that all of the terms and conditions of this Confirmation be held in strict confidence and preserved from disclosure to any third party consistent with applicable law; provided that each of Purchaser and Seller may disclose the following information:

- (1) Party names;
- (2) Resource;
- (3) Term;
- (4) Project location;
- (5) Capacity of each Project;
- (6) The fact that the Project is on-line and delivering;
- (7) Delivery Point; and
- (8) The quantity of California RPS-eligible electric energy to be delivered under this Confirmation.

(c) Notwithstanding anything to the contrary in Section 30 or otherwise in the WSPP Agreement, Purchaser, and any entity to which Purchaser may resell the Product delivered by Seller hereunder, will have the right to disclose (i) to any entity or governmental authority having jurisdiction over it any information necessary to demonstrate compliance with any RPS program, and (ii) to any customer of Purchaser that is participating in any voluntary renewable energy compliance program.

8.9 Transaction Specific Terms and Oral Agreements

This Confirmation shall be deemed to be subject to Section 32.3, Process for Confirming Non-Standard Confirmation Provisions, of the WSPP Agreement and specifically Section 32.3.1, Non-Standard Confirmation Provisions for Transactions of Less Than One Week in Duration, of the WSPP Agreement if Delivery occurs within one week from the date of this Confirmation and Section 32.3.1, Non-Standard

Confirmation Provisions for Transactions of One Week or More in Duration, of the WSPP Agreement if Delivery occurs within one week or more from the date of this Confirmation.

8.10 Performance, Title, and Warranties for Transactions Under Service Schedules

For purposes of this Confirmation Section 33.2, Title and Risk of Loss, of the WSPP Agreement is amended by inserting "RECs or" before "electric energy", and Section 33.3, Warranties, of the WSPP Agreement is amended by inserting "RECs or" before "electric energy" and the following is added after the first sentence thereof:

SELLER FURTHER REPRESENTS AND WARRANTS TO PURCHASER THAT (I) THE PRODUCT COMPLIES WITH THE CALIFORNIA RPS PROGRAM, (II) SELLER HAS NOT SOLD THE PRODUCT OR ANY GREEN ATTRIBUTES OF THE PRODUCT TO BE TRANSFERRED TO PURCHASER TO ANY OTHER PERSON OR ENTITY; (III) ALL RIGHT, TITLE AND INTEREST IN AND TO THE PRODUCT ARE FREE AND CLEAR OF ANY TAXES OR SECURITY INTERESTS EXCEPT FOR ANY RIGHT OR INTEREST BY ANY ENTITY CLAIMING THROUGH PURCHASER; (IV) EACH OF THE GREEN ATTRIBUTES AND RECS MEETS THE SPECIFICATIONS SET FORTH HEREIN; (V) THE PRODUCT IS SEPARATE FROM THE ELECTRIC ENERGY GENERATED BY THE PROJECT AND (VI) SELLER HAS AND SHALL CONTINUE TO MAINTAIN WREGIS CERTIFICATION.

ARTICLE 9 GOVERNMENT ACTION

In the event the RPS is discontinued, suspended, cancelled, repealed, or replaced with a federal program that substantially increases or decreases the value of RECs, the Purchaser may, upon written notice, terminate this Agreement without further liability to Seller. To the extent that government action renders Delivery illegal under Applicable Law, this Transaction will be terminated and Seller will refund that portion of whatever has been paid for Products not yet Delivered, to the extent it is lawful to do so. Notwithstanding the foregoing, no Transaction will be affected, cancelled, or otherwise impaired by government action that is specific to a Party under Applicable Law taken by a Governmental Authority alleging that Party's violation thereof.

ARTICLE 10 GENERAL PROVISIONS

10.1 Rights and Remedies Related to Exclusivity

Notwithstanding anything to the contrary in the WSPP Agreement, including Section 22.2 and 22.3, Seller acknowledges and agrees that irreparable damage would occur in the event of any breach by Seller of its obligations under Section 3.1 and that money damages may not be a sufficient remedy for any such breach, and that Purchaser shall be entitled, without the requirement of posting a bond or other security, to seek a preliminary injunction, temporary restraining order, or other provisional relief as a remedy in any court of competent jurisdiction notwithstanding the obligation to submit all other disputes (including claims for monetary damages under this Confirmation) to dispute resolution pursuant to Section 34 of the WSPP Agreement.

Such a request for provisional relief does not waive Purchaser's right to seek other remedies for any breach of its obligation to convey the Product and associated Green Attributes exclusively to Purchaser in accordance with this Confirmation, notwithstanding any prohibition against claim-splitting or other similar doctrine. The other remedies that may be sought include specific performance and injunctive or other equitable relief, plus any other remedy specified in the Agreement, or if the Agreement does not specify a remedy for the breach, all other remedies available at law or equity to the Parties for the breach.

10.2 Prevailing Wage

To the extent applicable, Seller shall comply with the prevailing wage requirements of Public Utilities Code Section 339.14, subdivision (h).

10.3 [if Project consists of Pooled Facilities] Facility Identification

Within five (5) Business Days after the end of each month during the Delivery Period, Seller shall (a) identify the facility(s) from the Pooled Facility that the Product was delivered from for that month; (b) provide estimates of the quantity of Product that will be provided in the next month and the facility(s) from which it will be provided.

**ARTICLE 11
TERMINATION**

Notwithstanding anything to the contrary in the WSPP Agreement, the Parties shall determine the Termination Payment for this Transaction in accordance with Sections 22.2 and 22.3 of the WSPP Agreement. Furthermore, with respect to this Transaction only, the following language is to be added at the end of Section 22.3:

“If Purchaser is the Non-Defaulting party and Purchaser reasonably expects to incur penalties or fines from the CPUC, the California ISO or any other governmental entity for failure to meet RPS requirements due to Seller’s Event of Default, then Purchaser may, in good faith, estimate the amount of those penalties or fines and include this estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties or fines are finally ascertained. The rights and obligations with respect to determining and paying any Termination Payment and any dispute resolution with respect thereto, shall survive termination of this Transaction and shall continue until after those penalties or fines are finally ascertained.”

**ARTICLE 12
ADDITIONAL EVENTS OF DEFAULT**

It shall constitute an Event of Default as to Seller under Section 22.1 of the WSPP Agreement if:

- (a) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, or any benefits derived therefrom, to any party other than the Purchaser;
- (b) Seller or the Project owner fails to maintain CEC Certification or LORS Certification, as applicable, for the Project from the CEC; or
- (c) The Project fails to begin operation within six (6) months of the Confirmation Effective Date.

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Document comparison by Workshare Professional on Thursday, June 10, 2010 2:39:17 PM

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