



**REC SALES CONFIRMATION**

*between*

**SOUTHERN CALIFORNIA EDISON COMPANY**

*and*

**THE CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS  
PUBLIC UTILITIES COMMISSION, CLEANPOWERSF**

This REC Sales Confirmation (“Confirmation”) confirms the transaction (“Transaction”) between **Southern California Edison Company** (“Seller” or “SCE”) and **The City and County of San Francisco, acting by and through its Public Utilities Commission, CleanPowerSF** (“Buyer”), each individually a “Party” and together the “Parties”, effective as of \_\_\_\_\_ (the “Confirmation Effective Date”). This Transaction is governed by the Edison Electric Institute (“EEI”) Master Power Purchase and Sale Agreement between the Parties, effective as of \_\_\_\_\_, along with the Cover Sheet, any amendments and annexes thereto (the “Master Agreement”), and including, the EEI Collateral Annex to the Master Agreement along with the Paragraph 10 to the Collateral Annex between the Parties (such 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 otherwise defined in this Confirmation have the meanings ascribed to them in the EEI Agreement or the Tariff. If any defined term in this Confirmation conflicts with the same defined term in the Tariff or EEI Agreement, the definition set forth in this Confirmation shall supersede.

**ARTICLE 1  
COMMERCIAL TERMS**

<b>Seller:</b> SOUTHERN CALIFORNIA EDISON COMPANY	<b>Buyer:</b> THE CITY AND COUNTY OR SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION, CLEANPOWERSF										
<b>Trading:</b>	<table border="0"> <tr> <td data-bbox="341 1470 824 1522"><u>Seller</u></td> <td data-bbox="824 1470 1471 1522"><u>Buyer</u></td> </tr> <tr> <td data-bbox="341 1522 824 1564">Day Ahead: 626-307-4425</td> <td data-bbox="824 1522 1471 1564">Attn: Erin Mulberg</td> </tr> <tr> <td data-bbox="341 1564 824 1606">Real Time: 626-307-4453</td> <td data-bbox="824 1564 1471 1606">Phone: (415) 551-4598</td> </tr> <tr> <td></td> <td data-bbox="824 1606 1471 1648">Emulberg@sflower.org</td> </tr> <tr> <td colspan="2" data-bbox="341 1669 1471 1711">Contact information is for convenience and is subject to change by notice.</td> </tr> </table>	<u>Seller</u>	<u>Buyer</u>	Day Ahead: 626-307-4425	Attn: Erin Mulberg	Real Time: 626-307-4453	Phone: (415) 551-4598		Emulberg@sflower.org	Contact information is for convenience and is subject to change by notice.	
<u>Seller</u>	<u>Buyer</u>										
Day Ahead: 626-307-4425	Attn: Erin Mulberg										
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<b>Scheduling:</b>	<table border="0"> <tr> <td data-bbox="341 1738 824 1791"><u>Seller</u></td> <td data-bbox="824 1738 1471 1791"><u>Buyer</u></td> </tr> <tr> <td data-bbox="341 1791 824 1833">Day Ahead: 626-307-4425</td> <td data-bbox="824 1791 1471 1833">Day Ahead: Attn: Sunita Jones</td> </tr> <tr> <td></td> <td data-bbox="824 1833 1471 1875">Phone: (415) 554-1575</td> </tr> <tr> <td></td> <td data-bbox="824 1875 1471 1894">Email: <a href="mailto:skjones@sflower.org">skjones@sflower.org</a></td> </tr> </table>	<u>Seller</u>	<u>Buyer</u>	Day Ahead: 626-307-4425	Day Ahead: Attn: Sunita Jones		Phone: (415) 554-1575		Email: <a href="mailto:skjones@sflower.org">skjones@sflower.org</a>		
<u>Seller</u>	<u>Buyer</u>										
Day Ahead: 626-307-4425	Day Ahead: Attn: Sunita Jones										
	Phone: (415) 554-1575										
	Email: <a href="mailto:skjones@sflower.org">skjones@sflower.org</a>										

# Southern California Edison

ID# 8013, CleanPowerSF

	<p>powerscheduler@sfwater.org</p> <p>Real Time: 626-307-4453</p> <p>Real Time: Attn: APX Help Desk Phone: (888) 896-8629 www.apx.com/contact-us</p> <p>Contact information is for convenience and is subject to change by notice.</p>
<b>Product:</b>	<p>The Product is a Firm Delivery Obligation of California RPS-Eligible Electric Energy and associated Green Attributes.</p> <p>During the Delivery Period, Seller shall deliver and sell, and Buyer shall purchase and receive, the Product, subject to the terms and conditions of this Confirmation. Seller shall not substitute or purchase any Green Attributes from any generating resource other than the Project for delivery hereunder.</p>
<b>Project:</b>	<p>All Product sold hereunder shall be from one or more of the generating facilities listed in <u>Exhibit A</u> (collectively, the "Project").</p> <p>The Parties acknowledge and agree that the Project consists of one or more generating facilities and that Seller is permitted to utilize any one or more of these generating facilities in order to satisfy its obligations hereunder.</p> <p>The Parties further acknowledge and agree that, with respect to Section 3.2(a) of this Confirmation, Product shall solely be limited to the actual Product generated and delivered by the generating facility(ies) used to satisfy the Contract Quantity, and that Buyer is not entitled to any additional Product or other attributes related to the Product produced by the generating facility(ies) in the Project above and beyond the Contract Quantity.</p> <p>Subject to Buyer's consent, not to be unreasonably withheld, Seller may include additional generating facility(ies) in the Project such that Seller is permitted to utilize such additional generating facility(ies) to satisfy its obligations hereunder, provided that Seller notifies Buyer of the additional generating facility(ies) at least two (2) Business Days prior to such addition.</p>
<b>Contract Capacity</b>	<p>"Contract Capacity" shall be equal to the Contract Quantity divided by the number of hours between the start of the Delivery Period and the end of the day on December 31, 2019, rounded up to the nearest whole MW.</p>
<b>Contract Quantity:</b>	<p>"Contract Quantity" shall be equal to [REDACTED].</p>
<b>Contract Price:</b>	<p>"Contract Price" shall be Index plus the REC Price.</p> <p>"REC Price" shall be [REDACTED].</p>
<b>Term:</b>	<p>The Term of this Transaction shall commence upon the Confirmation Effective Date and shall continue until delivery by Seller to Buyer of the Contract Quantity of the Product has been completed and all other obligations of the Parties under this Agreement have been satisfied,</p>

# Southern California Edison

ID# 8013, CleanPowerSF

	unless terminated earlier due to failure to satisfy the Conditions Precedent or as otherwise provided in the Agreement (“Term”).
<b>Delivery Period:</b>	Subject to the occurrence of the Condition Precedent Satisfaction Date, the Delivery Period of this Transaction shall commence on the tenth (10 <sup>th</sup> ) Business Day after the Condition Precedent Satisfaction Date and shall continue through December 31, 2019.
<b>Delivery Point:</b>	Seller shall deliver the Product at the CAISO Aggregated Pricing Node.
<b>Firm Delivery Obligation:</b>	<p>“Firm Delivery Obligation” shall have the following meaning:</p> <p>The obligation to provide the Contract Quantity is a firm obligation in that Seller shall deliver the Contract Quantity of the Product from the Project consistent with the terms of this Confirmation without excuse other than Force Majeure, provided that, for purposes of this Confirmation, Force Majeure does not include the lack of wind, sun or other fuel source of an inherently intermittent nature. If a failure by Seller to deliver the Contract Quantity from the Project by the end of the Delivery Period is not excused by Force Majeure, Article 4 of the Master Agreement shall apply.</p> <p>Seller shall convey title to and risk of loss of all CAISO Energy to Buyer at the Delivery Point.</p>
<b>Scheduling Obligations:</b>	<p>Seller shall schedule to the Buyer the Contract Capacity, or in the event Seller provides any Product as a Make-Up Amount in accordance with Section 3.3 of this Confirmation, the Adjusted Contract Capacity, as an IST-APN in the Integrated Forward Market at the Delivery Point on a Day-Ahead basis in accordance with the Tariff (the “Seller’s Scheduling Obligations”).</p> <p>Buyer shall accept Seller’s schedule of the Contract Capacity or the Adjusted Contract Capacity (if applicable), by entering the schedule as an IST-APN in the Integrated Forward Market at the Delivery Point on a Day-Ahead basis in accordance with the Tariff (the “Buyer’s Scheduling Obligations”).</p>
<b>Scheduling Period:</b>	“Scheduling Period” means each hour of the Delivery Period.
<b>Seller Regulatory Obligations:</b>	Within ninety (90) days after the Confirmation Effective Date, SCE shall file with the CPUC the appropriate request for CPUC Approval. SCE shall expeditiously seek CPUC Approval, including promptly responding to any requests for information related to the request for CPUC Approval. As requested by SCE, Buyer shall use commercially reasonable efforts to support SCE in obtaining CPUC Approval. SCE 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.
<b>Conditions Precedent:</b>	The commencement of delivery of the Product and the obligation of Buyer to pay for the Product shall be contingent upon CPUC Approval of this Confirmation (the “Conditions Precedent”). Either Party, in its sole discretion, has the right to terminate this Confirmation upon notice in accordance with Section 10.7 of the Master Agreement, which such notice will be effective one (1) Business Day after such notice is given, if: (i) the CPUC issues a final and non-appealable

order regarding this Confirmation which contains conditions or modifications unacceptable to either Party, or (ii) CPUC Approval of this Confirmation has not been obtained on or before the date that is three hundred sixty-five (365) days after the date that SCE files the request for CPUC Approval, and a notice of termination in accordance with Section 10.7 of the Master Agreement is given on or before the three hundred ninety-fifth (395<sup>th</sup>) day after SCE files the request for CPUC Approval.

Any termination made by a Party under this “Conditions Precedent” section shall be without liability or obligation to the other Party.

Notwithstanding any other provision in this Confirmation, Seller will have no obligation to transfer Product to Buyer and Buyer shall have no obligation to receive or pay for the Product unless and until Seller and Buyer have obtained or waived, in their sole discretion, CPUC Approval of this Confirmation.

**ARTICLE 2  
DEFINITIONS**

“Adjusted Contract Capacity” has the meaning set forth in Section 3.3 of this Confirmation.

“Agreement” has the meaning set forth in the preamble of this Confirmation.

“ACH” means the electronic funds transfer system operated by the National Automated Clearing House, or any successor entity.

“Buyer” has the meaning set forth in the preamble of this Confirmation.

“Confirmation Effective Date” has the meaning set forth in the preamble of this Confirmation.

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

“CAISO Aggregated Pricing Node” means \_\_\_\_\_.

“CAISO Energy” means “Energy” as defined in the Tariff.

“Calculation Period” means each calendar month during the Delivery Period.

“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 and 399.16.

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

“Condition Precedent” has the meaning set forth in Article 1 of this Confirmation.

“Condition Precedent Satisfaction Date” means the date on which CPUC Approval has been obtained.

“Confirmation” has the meaning set forth in the preamble of this Confirmation.

“Contract Capacity” has the meaning set forth in Article 1 of this Confirmation.

“Contract Price” has the meaning set forth in Article 1 of this Confirmation.

“Contract Quantity” has the meaning set forth in Article 1 of this Confirmation.

“Confirmation Effective Date” has the meaning set forth in the preamble of this Confirmation.

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

“CPUC Approval” means a decision of the CPUC that (i) is final and no longer subject to appeal, which approves the Agreement in full and in the form presented on terms and conditions acceptable to SCE in its

sole discretion, including terms and conditions related to cost recovery and cost allocation of amounts paid to Seller under the Agreement; and (ii) does not contain conditions or modifications unacceptable to SCE, in SCE's sole discretion.

“Day-Ahead” has the meaning set forth in the Tariff.

“Delivery Point” has the meaning set forth in Article 1 of this Confirmation.

“Delivery Period” has the meaning set forth in Article 1 of this Confirmation.

“EEI Agreement” has the meaning set forth in the preamble of this Confirmation.

“ERR” has the meaning set forth in Section 6.1(a) of this Confirmation.

“Firm Delivery Obligation” has the meaning set forth in Article 1 of this Confirmation.

“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<sub>x</sub>), nitrogen oxides (NO<sub>x</sub>), carbon monoxide (CO) and other pollutants;
- (2) Any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), 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;<sup>1</sup>
- (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,

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<sup>1</sup> 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.

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 (0) net emissions associated with the production of electricity from the Project.

“Index” means, for each Scheduling Period, the CAISO Integrated Forward Market Day-Ahead price for the CAISO Aggregated Pricing Node for each applicable hour as published by the CAISO on the CAISO website; or any successor thereto, unless a substitute publication and/or index is mutually agreed to by the Parties.

“Integrated Forward Market” has the meaning set forth in the Tariff.

“Make-Up Amount” has the meaning set forth in Section 3.3 of this Confirmation.

“Master Agreement” has the meaning set forth in the preamble of this Confirmation.

“Monthly Cash Settlement Amount” has the meaning set forth in Article 4 of this Confirmation.

“Product” has the meaning set forth in Article 1 of this Confirmation.

“Project” has the meaning set forth in Article 1 of this Confirmation.

“Purchaser’s Scheduling Obligations” has the meaning set forth in Article 1 of this Confirmation.

“REC Price” has the meaning set forth in Article 1 of this Confirmation.

“Renewable Energy Credit” or “REC” has the meaning set forth in CPUC Decision 08-08-028, as such definition may be modified by the CPUC or applicable law from time to time.

“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.

“Scheduling Obligations” means Purchaser’s Scheduling Obligations and Seller’s Scheduling Obligations.

“Seller” has the meaning set forth in the preamble of this Confirmation.

“Seller’s Scheduling Obligations” has the meaning set forth in Article 1 of this Confirmation.

“Tariff” means the California Independent System Operator Corporation Tariff, Business Practice Manuals (BPMs), Operating Agreements, and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by FERC, if applicable.

“Term” has the meaning set forth in Article 1 of this Confirmation.

“Transaction” has the meaning set forth in the preamble of this Confirmation.

“Under-delivered Product” has the meaning set forth in Section 3.3 of this Confirmation.

“Vintage” means the calendar year the WREGIS Certificate is associated with through the generation of electric energy.

“WREGIS” means the Western Renewable Energy 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**

Beginning on the first day of the Delivery Period and throughout all applicable months of the Delivery Period, Seller shall deliver and sell, and Buyer shall purchase and receive, the electric energy associated with the Product, subject to the terms and conditions of this Confirmation. Buyer will not be obligated to purchase from Seller any Product that is not or cannot be delivered as a result of Force Majeure.

**3.2 Seller's Conveyance Of Green Attributes**

(a) Green Attributes

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 3.2(b) below.

(b) Green Attributes Initially Credited to Seller's WREGIS Account

- (1) During the Delivery Period, Seller, at its own cost and expense, shall maintain its registration with WREGIS. 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.
- (2) For each applicable month of the Delivery Period, Seller shall deliver and convey the Green Attributes associated with the electric energy delivered pursuant to Section 3.1 above within thirty (30) days after the WREGIS Certificates for the Green Attributes are created. Seller shall deliver and convey such Green Attributes 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 further, that if Seller fails to properly transfer such WREGIS Certificates to Buyer in accordance with the above due to an error or omission of an administrative or clerical nature and if such failure can be cured with no harm to Buyer, then Seller may cure such failure within thirty (30) days after notice of such failure.
- (3) In addition to its other obligations under this Section 3.2, Seller shall convey to Buyer WREGIS Certificates from the Project that are of the same Vintage as the California RPS-Eligible Electric Energy that was provided under Section 3.1 of this Confirmation.

**3.3 Delayed Delivery of Product**

In the event Seller is unable to deliver any portion of the Contract Quantity, during any particular portion of the Delivery Period for any reason (such amount of Product being referred to herein as “Under-delivered Product”), Seller shall be permitted to increase the amount of Product it provides during any remaining portion of the Delivery Period (the “Make-Up Amount”) by increasing the Contract Capacity scheduled during the remaining portion of the Delivery Period (the “Adjusted Contract Capacity”). The aggregate amount of Product provided during the Delivery Period as part of any Make-Up Amount shall (a) be equivalent to the amount of Under-delivered Product, such that Seller will provide Product to Buyer in an aggregate amount equal to the Contract Quantity over the entire Delivery Period in accordance with this Confirmation, (b) be Product from the Project, and (c) be provided during the Delivery Period. In the event that there is any Under-delivered Product at any point in time during the Delivery Period, (i) such fact shall not constitute an Event of Default, and (ii) Section 4.1 of the Master Agreement shall not apply with respect to such fact until the Delivery Period has concluded, provided that, if at the end of the Delivery Period, the amount of Product, including any Product in the form of a Make-Up Amount, provided by Seller to Buyer is less than the Contract Quantity, then Section 4.1 of the Master Agreement will apply to the Under-delivered Product associated with such shortfall.

**ARTICLE 4  
COMPENSATION**

**4.1 Monthly Cash Settlement Amount**

Buyer shall pay Seller the Monthly Cash Settlement Amount, in arrears, for each Calculation Period in the amount equal to the sum, over all hours of the Calculation Period, of the product, for each such hour, of (i) the Contract Price, multiplied by (ii) the quantity of CAISO Energy delivered to the Delivery Point and associated Green Attributes (whether or not such Green Attributes have been transferred in WREGIS as described below) during that hour. Such Monthly Cash Settlement Amount constitutes payment for the Product, including the Green Attributes, for such applicable Calculation Period. Buyer shall be obligated to make such payments with respect to each applicable Calculation Period notwithstanding the fact that the Green Attributes associated with a particular Calculation Period may be delivered or credited to Buyer’s WREGIS account subsequent to the conclusion of the applicable Calculation Period in accordance with Section 3.2(b) of this Confirmation, provided that if Seller fails to comply with the provisions of Section 3.2(b), Buyer shall be entitled to exercise all rights and remedies available to Buyer under this Agreement for Seller’s failure to deliver the Product.

**4.2 Payment**

Notwithstanding any provision to the contrary in Section 6.2 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.

Payment to Seller shall be made by ACH, or in another form reasonably requested, pursuant to the following:

[REDACTED]





**4.3 Invoicing**

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

City and County of San Francisco, acting by and through its Public Utilities Commission,  
CleanPowerSF  
Attn: Angie Lee  
Phone: (415) 554-2451  
Email: Alee@sfwater.org  
Facsimile: (415) 554-2180

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.

**ARTICLE 5  
REPRESENTATIONS, WARRANTIES AND COVENANTS**

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

- (a) Seller, and, if applicable, its successors, represents and warrants that throughout the 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 Confirmation 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 \$25,000 in the aggregate in any one calendar year.

- (b) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in WREGIS will be taken prior to the first delivery of Product under 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) Seller has the right to sell all right, title, and interest in the Product agreed to be delivered hereunder;
  - (ii) Seller has not sold the Product to be delivered under this Confirmation to any other person or entity;

- (iii) 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;
- (iv) 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
- (v) the Project and all electrical output from the Project is registered with WREGIS as California RPS-Eligible Electric Energy.

**ARTICLE 6  
GOVERNING LAW**

**6.1 Applicability to Transactions under this Confirmation**

Notwithstanding Section 10.6 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.

**6.2 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 7  
CREDIT AND COLLATERAL**

**7.1 General Provisions**

To the extent that there are conflicting credit terms between the Master Agreement and this Confirmation, the credit and collateral terms set forth in this Confirmation shall prevail. 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.

**7.2 Collateral Requirements**

Buyer shall meet its Fixed Independent Amount requirement of [REDACTED] within five (5) Business Days following the Condition Precedent Satisfaction Date, with Buyer's Collateral Threshold or by posting Cash or Letter of Credit. This Fixed Independent Amount constitutes the sole Collateral Requirement for Buyer under this Confirmation, and shall be maintained throughout the Delivery Period until all Buyer's obligations have been satisfied under this Confirmation.

For avoidance of doubt, Collateral Requirement for Seller is zero under this Confirmation.

**ARTICLE 8  
CONFIDENTIALITY**

Notwithstanding Section 10.11 (Confidentiality) of the Master Agreement and Cover Sheet, the Parties agree that a Party may also disclose the terms of this Transaction to WREGIS.

**ARTICLE 9  
TERMINATION**

**9.1 Termination Payment**

If this Confirmation is terminated for any Event of Default, such termination shall be treated in accordance with Sections 5.2 and 5.3 of the Master Agreement and the corresponding Termination Payment may be netted against other Transactions between the Parties under the Master Agreement.

*[Signatures are on the following page]*



**ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE:**

**CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION, CLEANPOWERSEF.**

**SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation.**

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

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

Harlan L. Kelly, Jr.  
General Manager

Colin E. Cushnie  
Vice President, Energy Procurement & Management

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

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