

DEC Exhibit 3

**Proposed Standard Offer
Power Purchase Agreement**

Docket No. E-100, Sub 167

PURCHASE POWER AGREEMENT

between

DUKE ENERGY CAROLINAS, LLC

and

SELLER NAME

“Facility Name” Project

Initial Delivery Date: *(date interconnection facilities installed)*

**PURCHASE POWER AGREEMENT BY A
QUALIFYING COGENERATOR OR SMALL POWER PRODUCER**

1 **THIS PURCHASE POWER AGREEMENT** (“Agreement”) is made this _____ day of
2 _____, 20____, by and between

3
4 **DUKE ENERGY CAROLINAS, LLC,**
5 a North Carolina Limited Liability Company (“Company”),

6
7 and

8
9 _____,
10
11 a(n) [*insert place of formation* _____] [*insert entity type* _____] (“Seller”), for the

12
13 “ _____,” Project

14
15 Seller hereby certifies that the Facility, as defined below, (is/is not) "new capacity", as defined by the
16 Federal Energy Regulatory Commission (FERC), and that construction of the Facility (was/was not)
17 commenced on or after November 9, 1978, and that the Facility is a qualifying facility as defined by the
18 Federal Energy Regulatory Commission (“FERC”) pursuant to Section 210 of the Public Utility
19 Regulatory Policies Act of 1978 [*and which is a small power producer as defined in G.S. 62-3(27a) - (if*
20 *applicable)*]. The Facility as defined herein (the “Facility”) shall consist of that certain [*insert description*
21 *of the Facility including fuel type and Nameplate Capacity rating in AC and DC*] [*where applicable,*
22 *identify any Storage Resource connected to or incorporated into the Facility along with the Storage*
23 *Resource’s capacity (MW and MWh)*] which is located at [*insert facility address*].

24
25 (Hereinafter, the parties are also referred to individually as a “Party” and collectively as the “Parties”).

26
27 In consideration of the mutual covenants herein contained, the Parties hereto, for themselves, their
28 successors and assigns, do hereby agree to the following:

29
30 **1. Service Requirements**

31 1.1 Seller shall sell and deliver exclusively to Company all of the electric power generated by the
32 Facility, net of the Facility’s own auxiliary electrical requirements, and Company shall purchase,
33 receive, use and pay for the same, subject to the conditions contained in this Agreement. Upon the
34 completion of the installation, by Company, of its system upgrades and interconnection facilities at
35 the point of delivery of Seller's and Company's conductors, Seller shall become responsible for the
36 payment to Company of any and all charges that may apply, whether or not Seller actually delivers
37 any electricity to Company. If Seller requests retail electric service for the Facility’s auxiliary
38 electrical requirements from Company when Seller’s generation is reduced, such power shall be
39 provided to Supplier pursuant to a separate electric service agreement under Company’s rate tariffs
40 appropriate for such service.

41
42 1.2 Electricity supplied by Seller shall be [*single (1)/three (3)*] phase, alternating at a frequency of
43 approximately sixty (60) cycles, and at a delivery voltage of approximately _____ volts,
44 _____wires at a sufficient power factor to maintain system operating parameters as specified by
45 Company.

46
47 1.3 Delivery of said Seller’s power shall be at a point of delivery described as follows:
48 _____ .
49

50 1.4 The Contract Capacity of the Facility, as defined in the Terms and Conditions for the Purchase of
51 Electric Power is _____AC kW/MW. The estimated annual energy production of the Facility
52 is _____ kWh.
53

54 **2. Rate Schedule**

55 The sale, delivery, and use of electric power hereunder, and all services of whatever type to be
56 rendered or performed in connection therewith, shall in all respects be subject to and in accordance
57 with Company's Rate Schedule PP, Electricity No. 4, North Carolina _____ Revised Leaf No.
58 90, [*Variable Rate*], [*10-year Fixed Long-Term Rate*] for [*Distribution*][*Transmission*]
59 *Interconnection* ("Rate Schedule") and the Terms and Conditions for the Purchase of Electric
60 Power, both of which are now on file with the North Carolina Utilities Commission
61 ("Commission"), and are hereby incorporated by reference and made a part hereof as though fully
62 set forth herein. Said Rate Schedule and Terms and Conditions for the Purchase of Electric Power
63 are subject to change, revision, alteration or substitution, either in whole or in part, upon order of
64 said Commission or any other regulatory authority having jurisdiction, and any such change,
65 revision, alteration or substitution shall immediately be made a part hereof as though fully written
66 herein, and shall nullify any prior provision in conflict therewith.
67

68 The language above beginning with "Said Rate Schedule" shall not apply to the Fixed Long-Term
69 Rates themselves, but it shall apply to all other provisions of the Rate Schedule and Terms and
70 Conditions for the Purchase of Electric Power, including but not limited to Variable Rates, other
71 types of charges (e.g., administrative charges), and all non-rate provisions.
72

73 **3. Initial Delivery Date**

74 The term of this Agreement shall be a minimum of 5 years when contracting for capacity payments
75 and shall begin upon the first date when energy is generated by the Facility and delivered to the
76 Company and continuing for the term specified in the Rate Schedule paragraph above and shall
77 automatically extend thereafter unless terminated by either party by giving not less than thirty (30)
78 days prior written notice. Any automatic extension of this Agreement will be at the Variable Rates
79 in effect at the time of extension. The term shall begin no earlier than the date the Company's
80 Interconnection Facilities are installed and are ready to accept electricity from the Seller which is
81 requested to be _____. The Company at its sole discretion may terminate this Agreement
82 on _____, 20__ (30 months following the date of the order initially approving the rates
83 selection shown above which may be extended beyond 30 months if construction is nearly complete
84 and the Seller demonstrates that it is making a good faith effort to complete its project in a timely
85 manner¹) if the Seller is unable to provide generation capacity and energy production consistent
86 with the energy production levels specified in Provision No. 1.4 above. This date may be extended
87 by upon mutual agreement by both parties.
88

89 **4. Interconnection Facilities**

90 Unless otherwise required by Company, an Interconnection Agreement pursuant to the North
91 Carolina Interconnection Procedures, Forms, And Agreements For State-Jurisdictional Generator
92 Interconnections (Interconnection Standard) shall be executed by Seller, including payments of all
93 charges and fees associated with the interconnection, before Company will accept this Agreement.

¹ Eligible Sellers establishing a Legally Enforceable Obligation on or before November 15, 2016, and seeking payment under rates approved in Docket No. E-100, Sub 140, shall continue to be eligible for such rates, even if they fail to commence delivering power to the utility on or before September 10, 2018, pursuant to Section 1.(c) of Session Law 2017-192, unless the Seller's nameplate capacity along with the combined nameplate capacity of generation facilities connected or with priority rights under the North Carolina Interconnection Procedures to be connected ahead of Seller to the same general distribution substation transformer exceeds the nameplate capacity of the transformer, as determined by Company. The term for these extended Agreements available to eligible E-100 Sub 140 Sellers shall commence on September 10, 2018 and expire no later than 15 years from that date.

94 (Either sentence (a) or (b) as follows is inserted into the agreement as appropriate) (a) The
95 Interconnection Facilities Charge shall be specified in the Interconnection Agreement, or (b) The
96 Interconnection Facilities Charge shall be 1.0 % of the installed cost of metering and other
97 equipment and is \$_____ per month.
98

99 **5. Energy Storage**

100 If the Facility is to be equipped with battery storage or other energy storage device (the “Storage
101 Resource”), the Storage Resource shall be identified in this Agreement. In all cases the Storage
102 Resource must be charged solely by the Facility and the use of any Storage Resource shall be
103 operated and equipped in accordance with the system operator’s Energy Storage Protocol, a copy of
104 which is attached hereto as Exhibit A, as may be modified from time to time by the system operator
105 (the “Energy Storage Protocol”).
106

107 **6. Reporting Requirements**

108 Upon request, facilities larger than 100 kW may be required to provide prior notice of annual,
109 monthly, and day-ahead forecast of hourly production, as specified by the Company. If the Seller
110 is required to notify the Company of planned or unplanned outages, notification should be made as
111 soon as known. The Seller shall include the start time, the time for return to service, the amount of
112 unavailable capacity, and the reason for the outage.
113

114 Upon the execution by Company and Seller in the block provided below, this Agreement together with
115 attachments shall become an agreement for Seller to deliver and sell to Company and for Company to
116 receive and purchase from Seller the electricity generated and delivered to Company by Seller from the
117 above described qualifying generating facility at the rates, in the quantities, for the term, and upon the
118 terms and conditions set forth herein.

Witness as to Seller:

_____, Seller
Printed: _____
By _____
Printed: _____
Title _____
This ____ day of _____, 20____

ACCEPTED: DUKE ENERGY CAROLINAS LLC

Mail Payment/Bill to:

By _____
Title _____
This ____ day of _____, 20__

Exhibit A
Energy Storage Protocol

1. The Storage Resource must be on the DC side of the inverter and charged exclusively by the Facility.
2. The Storage Resource will be controlled by the Seller, within operational limitations described below.
3. The maximum output of the Facility, including any storage capability, at any given time shall be limited to the Facility's Contract Capacity as specified in the Agreement.
4. The discharge of stored energy is not permitted while the Facility has received or is subject to a curtailment instruction (i.e., system operator instruction) from the system operator if such discharge would cause the total output of the Facility to exceed the level permitted by the system operator instruction.
5. Ramp rates for Storage Resource shall not exceed 10 percent of the Storage Resource's capacity (MW) on a per minute basis, up or down, at any time that the facility is not generating, unless the system operator has waived this ramping limitation.
6. Scheduling for capturing peak pricing periods and other storage limitations:
 - a. For all (winter and summer) months/days with discrete capacity rate hour window periods ("Capacity Hour Window"), the Seller shall distribute any intended energy storage discharge of the storage device in a manner that levelizes (holds constant), on an expected basis, the total output of the Facility at the highest practical level over the duration of each specific Capacity Hour Window selected by the Seller for energy storage discharge of such calendar day, except as limited by ramp rate criteria, inverter capability, availability, state of charge and the Facility's Contract Capacity as specified in the Agreement. For clarity, total output of the Facility is not required to be held at the same level across both morning and evening Capacity Hour Windows during winter months. The Seller may, at its discretion, elect to discharge storage across either or both winter morning and evening Capacity Hour Windows, provided that the intended energy storage discharge for each Capacity Hour Window is distributed in a way that holds total Facility output constant across the respective Capacity Hour Window.
 - b. For any storage discharge occurring on weekends and holidays where only Off-Peak energy rates apply, the Seller shall be permitted to distribute discharge (if any) of the storage device across hours selected by Seller, except as limited by ramp rate criteria, inverter capability, availability, state of charge and the Facility's Contract Capacity as specified in the Agreement.
 - c. For the remaining (shoulder) months without Capacity Hour windows, the Seller shall be permitted to distribute discharge (if any) of the storage device across hours selected by Seller, except as limited by ramp rate criteria, inverter capability, availability, state of charge and the Facility's Contract Capacity as specified in the Agreement.

7. Company reserves the right to add or modify operating restrictions specified in these Energy Storage Protocols to the extent necessary to comply with NERC Standards as such standards may be modified from time to time during the Term. Any such modification shall be implemented by Company in a Commercially Reasonable Manner and shall be applied to the Facility and Company's own generating assets on a non-discriminatory basis. If Seller can make a commercially reasonable demonstration to Company, which is approved by Company in its reasonable discretion, that the Facility does not contribute to potential NERC compliance violations for which the modifications have been implemented, then such modifications shall not apply to the Facility.
8. If identification of Capacity Hours changes over the course of the term of the Agreement, Seller will make commercially reasonable efforts to work with Company to adjust the hours of charging/discharging to coincide with these updated hours. However, Seller shall not be obligated to do so in a way that compromises their original economic value contemplated for storage resource.
9. Seller will only be compensated for Energy and Capacity actually provided to Buyer in accordance with the terms of the Agreement.

Notes:

- a) Other capitalized terms used in this Exhibit which have not been defined herein shall have the meaning ascribed to such terms in the Agreement to which this exhibit is attached.

PURCHASE POWER AGREEMENT

between

DUKE ENERGY CAROLINAS, LLC

and

SELLER NAME

“Facility Name” Project

Initial Delivery Date: *(date interconnection facilities installed)*

**PURCHASE POWER AGREEMENT BY A
QUALIFYING COGENERATOR OR SMALL POWER PRODUCER**

1 **THIS PURCHASE POWER AGREEMENT** (“Agreement”) is made this _____ day of
2 _____, 20____, by and between

3
4 **DUKE ENERGY CAROLINAS, LLC,**
5 a North Carolina Limited Liability Company (“Company”),

6
7 and

8
9 _____,
10
11 a(n) [*insert place of formation* _____] [*insert entity type* _____] (“Seller”), for the

12
13 “ _____,” Project

14
15 Seller hereby certifies that the Facility, as defined below, (is/is not) "new capacity", as defined by the
16 Federal Energy Regulatory Commission (FERC), and that construction of the Facility (was/was not)
17 commenced on or after November 9, 1978, and that the Facility is ~~or will be~~ a qualifying facility as defined
18 by the Federal Energy Regulatory Commission (“FERC”) pursuant to Section 210 of the Public Utility
19 Regulatory Policies Act of 1978 [*and which is ~~or will be a hydroelectric generating facility owned and~~*
20 *operated by a small power producer as defined in G.S. 62-3(27a) - (if applicable)*]. The Facility as
21 defined herein (the “Facility”) shall consist of that certain [*insert description of the Facility including fuel*
22 *type and Nameplate Capacity rating in AC and DC*] [*where applicable, identify any Storage Resource*
23 *connected to or incorporated into the Facility along with the Storage Resource’s capacity (MW and*
24 *MWh)*] which is located at [*insert facility address*].

25
26 (Hereinafter, the parties are also referred to individually as a “Party” and collectively as the “Parties”).

27
28 In consideration of the mutual covenants herein contained, the Parties hereto, for themselves, their
29 successors and assigns, do hereby agree to the following:

30
31 **1. Service Requirements**

32 1.1 Seller shall sell and deliver exclusively to Company all of the electric power generated by the
33 Facility, net of the Facility’s own auxiliary electrical requirements, and Company shall purchase,
34 receive, use and pay for the same, subject to the conditions contained in this Agreement. Upon the
35 completion of the installation, by Company, of its system upgrades and interconnection facilities at
36 the point of delivery of Seller's and Company's conductors, Seller shall become responsible for the
37 payment to Company of any and all charges that may apply, whether or not Seller actually delivers
38 any electricity to Company. If Seller requests retail electric service for the Facility’s auxiliary
39 electrical requirements from Company when Seller’s generation is reduced, such power shall be
40 provided to Supplier pursuant to a separate electric service agreement under Company’s rate tariffs
41 appropriate for such service.

42
43 1.2 Electricity supplied by Seller shall be [*single (1)/three (3)*] phase, alternating at a frequency of
44 approximately sixty (60) cycles, and at a delivery voltage of approximately _____ volts,
45 _____wires at a sufficient power factor to maintain system operating parameters as specified by
46 Company.

47
48 1.3 Delivery of said Seller’s power shall be at a point of delivery described as follows:

Approved: Effective _____ ~~November 16, 2019~~ in Docket No. E-100, Sub 1 ~~6758~~
_____ ~~October 17, 2019~~

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1.4 The Contract Capacity of the Facility, as defined in the Terms and Conditions for the Purchase of Electric Power is _____AC kW/MW. The estimated annual energy production of the Facility is _____ kWh.

2. Rate Schedule

The sale, delivery, and use of electric power hereunder, and all services of whatever type to be rendered or performed in connection therewith, shall in all respects be subject to and in accordance with Company’s Rate Schedule PP, Electricity No. 4, North Carolina _____ Revised Leaf No. 90, [Variable Rate], [10-year Fixed Long-Term Rate] ~~Option [A][B]~~ for [Distribution][Transmission] Interconnection (“Rate Schedule”) and the Terms and Conditions for the Purchase of Electric Power, both of which are now on file with the North Carolina Utilities Commission (“Commission”), and are hereby incorporated by reference and made a part hereof as though fully set forth herein. Said Rate Schedule and Terms and Conditions for the Purchase of Electric Power are subject to change, revision, alteration or substitution, either in whole or in part, upon order of said Commission or any other regulatory authority having jurisdiction, and any such change, revision, alteration or substitution shall immediately be made a part hereof as though fully written herein, and shall nullify any prior provision in conflict therewith.

The language above beginning with “Said Rate Schedule” shall not apply to the Fixed Long-Term Rates themselves, but it shall apply to all other provisions of the Rate Schedule and Terms and Conditions for the Purchase of Electric Power, including but not limited to Variable Rates, other types of charges (e.g., administrative charges), and all non-rate provisions.

3. Initial Delivery Date

The term of this Agreement shall be a minimum of 5 years when contracting for capacity payments and shall begin upon the first date when energy is generated by the Facility and delivered to the Company and continuing for the term specified in the Rate Schedule paragraph above and shall automatically extend thereafter unless terminated by either party by giving not less than thirty (30) days prior written notice. Any automatic extension of this Agreement will be at the Variable Rates in effect at the time of extension. The term shall begin no earlier than the date the Company’s Interconnection Facilities are installed and are ready to accept electricity from the Seller which is requested to be _____. The Company at its sole discretion may terminate this Agreement on _____, 20__ (30 months following the date of the order initially approving the rates selection shown above which may be extended beyond 30 months if construction is nearly complete and the Seller demonstrates that it is making a good faith effort to complete its project in a timely manner¹) if the Seller is unable to provide generation capacity and energy production consistent with the energy production levels specified in Provision No. 1.4 above. This date may be extended by upon mutual agreement by both parties.

4. Interconnection Facilities

¹ Eligible Sellers establishing a Legally Enforceable Obligation on or before November 15, 2016, and seeking payment under rates approved in Docket No. E-100, Sub 140, shall continue to be eligible for such rates, even if they fail to commence delivering power to the utility on or before September 10, 2018, pursuant to Section 1.(c) of Session Law 2017-192, unless the Seller’s nameplate capacity along with the combined nameplate capacity of generation facilities connected or with priority rights under the North Carolina Interconnection Procedures to be connected ahead of Seller to the same general distribution substation transformer exceeds the nameplate capacity of the transformer, as determined by Company. The term for these extended Agreements available to eligible E-100 Sub 140 Sellers shall commence on September 10, 2018 and expire no later than 15 years from that date.

91 Unless otherwise required by Company, an Interconnection Agreement pursuant to the North
92 Carolina Interconnection Procedures, Forms, And Agreements For State-Jurisdictional Generator
93 Interconnections (Interconnection Standard) shall be executed by Seller, including payments of all
94 charges and fees associated with the interconnection, before Company will accept this Agreement.
95 *(Either sentence (a) or (b) as follows is inserted into the agreement as appropriate)* (a) The
96 Interconnection Facilities Charge shall be specified in the Interconnection Agreement, or (b) The
97 Interconnection Facilities Charge shall be 1.0 % of the installed cost of metering and other
98 equipment and is \$_____ per month.
99

100 **5. Energy Storage**

101 If the Facility is to be equipped with battery storage or other energy storage device (the “Storage
102 Resource”), the Storage Resource shall be identified in this Agreement. In all cases the Storage
103 Resource must be charged solely by the Facility and the use of any Storage Resource shall be
104 operated and equipped in accordance with the system operator’s Energy Storage Protocol, a copy of
105 which is attached hereto as Exhibit A, as may be modified from time to time by the system operator
106 (the “Energy Storage Protocol”).
107

108 **6. Reporting Requirements**

109 Upon request, facilities larger than ~~1003,000~~ kW may be required to provide prior notice of annual,
110 monthly, and day-ahead forecast of hourly production, as specified by the Company. If the Seller
111 is required to notify the Company of planned or unplanned outages, notification should be made as
112 soon as known. The Seller shall include the start time, the time for return to service, the amount of
113 unavailable capacity, and the reason for the outage.
114

115 Upon the execution by Company and Seller in the block provided below, this Agreement together with
116 attachments shall become an agreement for Seller to deliver and sell to Company and for Company to
117 receive and purchase from Seller the electricity generated and delivered to Company by Seller from the
118 above described qualifying generating facility at the rates, in the quantities, for the term, and upon the
119 terms and conditions set forth herein.

Witness as to Seller:

_____	_____, Seller
Printed: _____	By _____
Printed: _____	Printed: _____
	Title _____
	This ____ day of _____, 20____

ACCEPTED: DUKE ENERGY CAROLINAS LLC

Mail Payment/Bill to:

By _____	_____
Title _____	_____
This ____ day of _____, 20__	_____

Exhibit A
Energy Storage Protocol

1. The Storage Resource must be on the DC side of the inverter and charged exclusively by the Facility.
2. The Storage Resource will be controlled by the Seller, within operational limitations described below.
3. The maximum output of the Facility, including any storage capability, at any given time shall be limited to the Facility's Contract Capacity as specified in the Agreement.
4. The discharge of stored energy is not permitted while the Facility has received or is subject to a curtailment instruction (i.e., ~~System Operator Instructions~~ system operator instruction) from the system operator if such discharge would cause the total output of the Facility to exceed the level permitted by the system operator instruction.
- ~~5.~~ Ramp rates for Storage Resource shall not exceed 10 percent of the Storage Resource's capacity (MW) on a per minute basis, ~~whether~~ up or down, at any time that the ~~Facility~~ facility is not generating, ~~unless the system operator has waived this ramping limitation.~~
- ~~6.5.~~ ~~When the Facility is generating, the Storage Resource shall not act to increase the net ramp rate of the Facility by more than 5 percent of the Storage Resource's capacity (MW) per minute in relation to the output from the Facility alone, over a one-minute interval, up or down, unless the system operator has waived this ramping limitation.~~

~~7.6.~~ Scheduling for capturing peak pricing periods and other storage limitations:

- a. For all (winter and summer) months/days with ~~Premium Peak windows~~ discrete capacity rate hour window periods ("Capacity Hour Window"), the Seller shall distribute any intended energy storage discharge of the storage device in a manner that levelizes (holds constant), on an expected basis, the ~~combined total~~ total output of ~~solar and storage~~ the Facility at the highest practical level during over the ~~Premium Peak hours~~ duration of each specific Capacity Hour Window selected by the Seller for energy storage discharge of such calendar day, except as limited by ramp rate criteria and, inverter capability, availability, state of charge and the Facility's Contract Capacity as specified in the Agreement. For clarity, total output of the Facility is not required to be held at the same level across both morning and evening Capacity Hour Windows during winter months. The Seller may, at its discretion, elect to discharge storage across either or both winter morning and evening Capacity Hour Windows, provided that the intended energy storage discharge for each Capacity Hour Window is distributed in a way that holds total Facility output constant across the respective Capacity Hour Window.
- ~~b.~~ For any storage discharge occurring on weekends and holidays where only Off-Peak energy rates apply, the Seller shall apply the same ~~be permitted to distribute~~ discharge logic that is applied to Weekdays/non-Holidays, for the respective month.
- ~~c.b.~~ If (if any) of the storage device is AC (MW) limited, discharge may begin prior to the Premium Peak window to allow the storage device to reach its Allowable Depth (as

~~defined below) of Discharge across hours selected by Seller, except as limited by ramp rate criteria, inverter capability, availability, state of charge and the Facility's Contract Capacity as specified in the Agreement.~~

~~d. For the remaining (shoulder) months without Premium Peak Capacity Hour windows, the Seller shall be permitted to distribute any discharge (if any) of the storage device in a way that levelizes (holds constant) the combined output across hours selected by Seller, except as limited by ramp rate criteria, inverter capability, availability, state of solar charge and storage at the highest practical level during three consecutive hours beginning with the hour of sunset.~~

~~e.c. If the storage device is AC (MW) limited, discharge may continue beyond the three-hour window until the storage device reaches its Allowable Depth of Discharge Facility's Contract Capacity as specified in the Agreement.~~

8.7. Company reserves the right to add or modify operating restrictions specified in these Energy Storage Protocols to the extent necessary to comply with NERC Standards as such standards may be modified from time to time during the Term. Any such modification shall be implemented by Company in a Commercially Reasonable Manner and shall be applied to the Facility and Company's own generating assets on a non-discriminatory basis. If Seller can make a commercially reasonable demonstration to Company, which is approved by Company in its reasonable discretion, that the Facility does not contribute to potential NERC compliance violations for which the modifications have been implemented, then such modifications shall not apply to the Facility.

8. If identification of Capacity Hours changes over the course of the term of the Agreement, Seller will make commercially reasonable efforts to work with Company to adjust the hours of charging/discharging to coincide with these updated hours. However, Seller shall not be obligated to do so in a way that compromises their original economic value contemplated for storage resource.

9. Seller will only be compensated for Energy and Capacity actually provided to Buyer in accordance with the terms of the Agreement.

Notes:

~~a) "Allowable Depth of Discharge" shall mean the MWh energy storage potential, considering the original equipment manufacturer's recommendations and any emergent operating limitations, at a given point in time.~~

~~b)~~

a) Other capitalized terms used in this Exhibit which have not been defined herein shall have the meaning ascribed to such terms in the Agreement to which this exhibit is attached.