

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.
Docket No. ER23-934-001
Issued: August 2, 2023

On January 26, 2023, as amended on June 5, 2023, PJM Interconnection, L.L.C. (PJM) submitted an amended Wholesale Market Participation Agreement among PJM, Gaucho Solar LLC, and Duquesne Light Company, designated as Service Agreement No. 4825.¹ Pursuant to the authority delegated to the Director, Division of Electric Power Regulation – East, under 18 C.F.R. § 375.307, your submittal is accepted for filing effective March 27, 2023, as requested.

The filing was publicly noticed. No protests or adverse comments were filed. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214), notices of intervention, timely-filed motions to intervene, and any unopposed motions to intervene out-of-time filed before the issuance date of this order are granted.

This action does not constitute approval of any service, rate, charge, classification, or any rule, regulation, contract, or practice affecting such rate or service provided for in the filed document; nor shall such action be deemed as recognition of any claimed contractual right or obligation affecting or relating to such service or rate; and such action is without prejudice to any findings or orders which have been or may hereafter be made by the Commission in any proceeding now pending or hereafter instituted by or against the applicant.

This order constitutes final agency action. Requests for rehearing by the Commission may be filed within 30 days of the date of issuance of this order, pursuant to 18 C.F.R. § 385.713.

Issued by: Kurt M. Longo, Director, Division of Electric Power Regulation – East

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 4825](#), [PJM SA No. 4825 among PJM, Gaucho Solar and Duquesne \(2.1.0\)](#).

Document Content(s)

ER23-934-001 DLO.docx.....1



PJM Interconnection, L.L.C.
2750 Monroe Boulevard
Audubon, PA 19403

June 5, 2023

The Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426-0001

*Re: PJM Interconnection, L.L.C.; Docket No. ER23-934-001
Amendment to Service Agreement No. 4825; Queue Position No. AC2-168/AD1-135*

Dear Secretary Bose:

On January 26, 2023, PJM Interconnection, L.L.C. (“PJM”) submitted for filing with the Federal Energy Regulatory Commission (“Commission”), in Docket No. ER23-934-000, an amended Wholesale Market Participation Agreement (“WMPA”) among PJM, Gaucho Solar LLC (“Wholesale Market Participant”), and Duquesne Light Company (“Transmission Owner”) (collectively, the “Parties”), associated with PJM Queue Position No. AC2-168/AD1-135, designated as Service Agreement No. 4825 (the “Amended WMPA”).¹

Based on discussions with Commission Staff, PJM requested an effective date of 12/31/9998 for the Amended WMPA until PJM could resolve questions about the effective dates for amendments to existing Service Agreements. PJM now proposes to amend the January 26 Filing to request an effective date for the amendments that recognizes the Commission’s 60-day notice procedures.² Therefore, PJM requests an effective date of March 27, 2023 for the

¹ *PJM Interconnection, L.L.C.*, Amendment to Service Agreement No. 4825, Docket No. ER23-934-000 (Jan. 26, 2023) (“January 26 Filing”).

² 18 C.F.R. § 35.3 (2019).

amendments reflected in the Amended WMPA. The requested effective date is sixty-one (61) days after the submission of the January 26 Filing, and thus meets the notice requirement.

Copies of this filing have been served on Wholesale Market Participant, Transmission Owner, the affected state utility regulatory commissions within the PJM Region, and the official service list in this proceeding.

Respectfully submitted,

/s/ Jeffrey Gray

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Audubon, PA 19403-2497
(610) 666-2368
Christopher.Holt@pjm.com

Cc (via email):

Wholesale Market Participant:

Sujana Yerra – Sujana.Yerra@vesperenergy.com

Zach Wald – Zach.wald@vesperenergy.com

Transmission Owner:

Jason Harchick - jharchick@duqlight.com

All state utility regulatory commissions within the PJM Region

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document on those parties on the official Service List compiled by the Secretary in these proceedings.

Dated at Audubon, Pennsylvania this 5th day of June, 2023.

/s/ Jennifer Mills
Jennifer Mills
Senior Paralegal
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, Pennsylvania 19403
(610) 666-8937



PJM Interconnection, L.L.C.
2750 Monroe Boulevard
Audubon, PA 19403

January 26, 2023

The Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E., Room 1A
Washington, D.C. 20426-0001

*Re: PJM Interconnection, L.L.C.; Docket No. ER23-934-000
Amendment to Service Agreement No. 4825; Queue No. AC2-168/AD1-135*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act,¹ Part 35 of the rules and regulations of the Federal Energy Regulatory Commission (“Commission”),² and PJM Open Access Transmission Tariff, Part VI (“Tariff”), PJM Interconnection, L.L.C. (“PJM”) submits for filing an amended Wholesale Market Participation Agreement (“WMPA”) among PJM, Gaucho Solar LLC (“Wholesale Market Participant”), and Duquesne Light Company (“Transmission Owner”) (collectively, the “Parties”) (the “Amended WMPA”). The Amended WMPA modifies Service Agreement No. 4825 with an effective date of March 8, 2018, accepted by the Commission for filing in Docket No. ER18-1311-000.³ PJM submits the Amended WMPA to reflect (1) an assignment from Lendlease Energy Development LLC (“Assignor”) to its affiliate Gaucho Solar LLC, as effectuated by the attached Agreement to Amend for Assignment without Prior Consent (“Assignment”) executed among the Parties and Assignor; and (2) changes to the Commercial

¹ 16 U.S.C. § 824d (2016).

² 18 C.F.R. Part 35 (2019).

³ *PJM Interconnection, L.L.C.*, Letter Order, Docket No. ER18-1311-000 (May 2, 2018) (the “Original WMPA”).

Operation milestone because of a demonstrated force majeure event and other relevant factors, as effectuated by the attached Agreement to Amend (the “AA”).⁴

The Amended WMPA is designated as Service Agreement No. 4825, and is substantively the same as the Original WMPA, except the Amended WMPA reflects the Parties’ agreement to (1) reflect the assignment from Assignor to Gaucho Solar LLC, with new contact information; (2) change the Commercial Operation milestone description and dates; and (3) remove the information on the signature page of the Original WMPA, and replace that information with the language “All signature lines intentionally left blank - See Agreement to Amend for Assignment without Prior Consent and Agreement to Amend executed by the parties effective January 3, 2023 and December 27, 2022 respectively.”

The Parties effectuated the foregoing changes through the attached Assignment and AA, and the authorized signatures in the attached Assignment and AA serve as the Parties’ acceptance of the foregoing changes. Except for the revisions specified above, all other terms and conditions of the Original WMPA remain the same.

I. REQUESTED EFFECTIVE DATE

In consultation with Commission Staff, PJM has determined that aspects of this filing relating to the Amended WMPA’s effective date would benefit from further explanation, which will take some time. Therefore, until such time that PJM and Commission Staff have had an opportunity to resolve any uncertainties associated with the effective date, PJM is using an effective date of December 31, 9998 for eTariff purposes. PJM will revise the requested effective date at the appropriate time.

⁴ The Assignment and AA are attached to this transmittal letter as Attachment C.

II. DOCUMENTS ENCLOSED

PJM encloses with this transmittal letter the following:

1. Attachment A - Amended WMPA (Marked) – Service Agreement No. 4825;
2. Attachment B - Amended WMPA (Clean) – Service Agreement No. 4825; and
3. Attachment C - Executed Assignment and AA.

III. CORRESPONDENCE AND COMMUNICATIONS

All notices, communications, or correspondence addressed to PJM regarding this matter should be directed to, and PJM requests that the Secretary include on the Commission's official service list,⁵ the following:

Craig Glazer
Vice President–Federal Government Policy
PJM Interconnection, L.L.C.
1200 G Street, N.W, Suite 600
Washington, D.C. 20005
(202) 423-4743
craig.glazer@pjm.com

Jeffrey M. Gray
Gray PLLC
P.O. Box 620323
Middleton, WI 53562-0323
(608) 628-3800
jeffrey.gray@pjm.com

Christopher Holt
Associate General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd
Audubon, PA 19403-2497
(610) 666-2368
Christopher.Holt@pjm.com

⁵ PJM requests waiver of Commission Rule 203(b)(3) (18 C.F.R. § 385.203(b)(3)), so that each named person may be included on the official service list.

IV. SERVICE

PJM has served copies of this filing upon Wholesale Market Participant, Transmission Owner, and the state utility regulatory commissions within the PJM Region.

Respectfully submitted,

By: /s/ Jeffrey Gray
Jeffrey M. Gray
Gray PLLC
P.O. Box 620323
Middleton, WI 53562-0323
(608) 628-3800
jeffrey.gray@pjm.com

**Counsel for
PJM Interconnection, L.L.C.**

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Cc via email:

Wholesale Market Participant:
Sujana Yerra – Sujana.Yerra@vesperenergy.com
Zach Wald – Zach.wald@vesperenergy.com

Transmission Owner:
Jason Harchick - jharchick@duqlight.com

All state utility regulatory Commissions within the PJM Region

ATTACHMENT A

**Marked Tariff
Service Agreement No. 4825**

(PJM Queue #AC2-168/AD1-135)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

~~LENDLEASE ENERGY DEVELOPMENT LLC~~ GAUCHO SOLAR LLC

And

DUQUESNE LIGHT COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.**

And

~~Lendlease Energy Development LLC~~ Gaucha Solar LLC

And

**Duquesne Light Company
(PJM Queue Position #AC2-168/AD1-135)**

This Wholesale Market Participation Agreement (“WMPA”) including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM’s wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (“Transmission Provider”), ~~Lendlease Energy Development LLC~~ Gaucha Solar LLC (“Wholesale Market Participant”) and **Duquesne Light Company** (“Transmission Owner”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA supersedes the Wholesale Market Participation Agreement among PJM Interconnection, L.L.C., Lendlease Energy Development LLC and Duquesne Light Company associated with PJM Queue No. AC2-168, filed with and accepted by the Federal Energy Regulatory Commission in Docket ER18-293-000, effective December 14, 2017, and designated Original Service Agreement No. 4825.

WITNESSETH

WHEREAS, Wholesale Market Participant is developing generation that it intends to use to engage in Wholesale Transactions in PJM’s markets and desires to maintain its proposed generation in the queue that PJM studies for potential reliability impacts to the Transmission System;

WHEREAS, Wholesale Market Participant is seeking to interconnect at a local distribution or sub-transmission facility, which at this time is not subject to FERC jurisdiction; and

WHEREAS, Wholesale Market Participant and Transmission Owner or its affiliate must enter into a separate two-party interconnection agreement (“Interconnection Agreement”) in order to address issues of physical interconnection and local charges that may be presented by the interconnection of Wholesale Market Participant’s generation to the distribution facility.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby mutually acknowledged by Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the rights and obligations relating to Network Upgrades, Local Upgrades and metering requirements

set forth in Part VI of the Tariff, as of the effective date of this WMPA, required for Wholesale Market Participant to make Wholesale Transactions in PJM's markets. The Parties mutually covenant and agree as follows:

Article 1 – DEFINITIONS and OTHER DOCUMENTS

- 1.0 Defined Terms.** All capitalized terms herein shall have the meanings as set forth in the definitions of such terms as stated in Part I, Article 1 or Part VI of the PJM Open Access Transmission Tariff ("Tariff"), except Wholesale Market Participant which shall be defined in this WMPA as a participant in a Wholesale Transaction.
- 1.1 Effective Date.** This WMPA shall become effective on the date it is executed by all Parties, or, if this WMPA is filed with FERC unexecuted, upon the date specified by FERC. This WMPA shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated consistent with Section 1 in Attachment O, Appendix 2, Part VI of the Tariff.
- 1.2 Assumption of Tariff Obligations.** Wholesale Market Participant agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling transmission set forth in the Tariff, the Operating Agreement and the PJM Manuals.
- 1.3 Incorporation Of Other Documents.** All portions of the Tariff and the Operating Agreement pertinent to the subject matter of this WMPA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.

Article 2 - NOTICES and MISCELLANEOUS

- 2.0 Notices.** Any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered or delivered by recognized national courier or by depositing the same with the United States Postal Service, with postage prepaid for delivery by certified or registered mail addressed to the Party, or by personal delivery to the Party, at the address specified below. Such notices, if agreed to by the Parties, may be made via electronic means, with e-mail confirmation of delivery.

Transmission Provider:
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403-2497

Wholesale Market Participant:
Lendlease Energy Development LLC **Gaucha Solar LLC**

125 E. John Carpenter Fwy
Suite 525
Irving, Texas 75062
Attn: Sujana Yerra
Email: Sujana.Yerra@vesperenergy.com
Phone: (832) 377-9324

Copies to:
Zach Wald
125 E. John Carpenter Fwy
Suite 525
Irving, Texas 75062
Email: zach.wald@vesperenergy.com
Phone: (561) 339-2850
~~909 Lake Carolyn Parkway~~
~~Suite 260~~
~~Irving, TX 75039~~

Transmission Owner:
Duquesne Light Company
Manager Transmission Planning
2839 New Beaver Avenue, Building #2
Pittsburgh, PA 15233

Either Party may change its address or designated representative for notice by notice to the other Parties in the manner provided for above.

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 Warranty for Facilities Study.** In analyzing and preparing the Combined Feasibility/System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES

STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

2.3 Waiver. No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

2.4 Amendment. This WMPA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.

2.5 Addendum of Wholesale Market Participant's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff, Schedule E to this WMPA shall set forth the Wholesale Market Participant's agreement to conform with the IRS safe harbor provisions for non-taxable status.

2.6 Assignment

2.6.1 Assignment with Prior Consent:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then, except as provided in Section 2.6.2 of this WMPA, no Party shall assign its rights or delegate its duties under this WMPA without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; and any such assignment or delegation made without such prior written consent shall be null and void. A Party may make an assignment in connection with the sale, merger, or transfer of all of its properties, including the Participant Facility, which it owns, so long as the assignee in such a sale, merger, or transfer assumes in writing all rights, duties and obligations arising under this WMPA. In addition, the Transmission Owner shall be entitled, subject to applicable laws and regulations, to assign the WMPA to an Affiliate or successor that owns and operates all or a substantial portion of the Transmission Owner's transmission facilities.

2.6.2 Assignment without Prior Consent

2.6.2.1 Assignment to Owners:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases or otherwise acquires, directly or indirectly, all of the Participant Facility, provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA; and (2) in writing to the Transmission Owner and Transmission Provider, assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

2.6.2.2 Assignment to Lenders:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned to any Project Finance Entity(ies), and such Interconnection Agreement was assigned, then the Wholesale Market Participant may, without consent of the Transmission Provider or the Transmission Owner, assign this WMPA to such Project Finance Entity(ies), provided that such assignment does not alter or diminish Wholesale Market Participant's duties and obligations under this WMPA. If Wholesale Market Participant provides the Transmission Owner and Transmission Provider with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as a contact for notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, the Transmission Provider or Transmission Owner shall provide notice and reasonable opportunity for such Project Finance Entity(ies) to cure any Breach under this WMPA in accordance with this WMPA. Transmission Provider or Transmission Owner shall, if requested by such Project Finance Entity(ies), provide such customary and reasonable documents, including consents to assignment, as may be reasonably requested with respect to the assignment and status of this WMPA, provided that such documents do not alter or diminish the rights of the Transmission Provider or Transmission Owner under this WMPA, except with respect to providing notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, to such Project Finance Entity(ies). Upon presentation of the Transmission Provider and/or Transmission Owner's invoice therefor, Wholesale Market Participant shall pay the Transmission Provider and/or the Transmission Owner's reasonable documented cost of providing such documents and certificates as requested by such Project Finance Entity(ies). Any assignment described herein shall not relieve or

discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Owner and Transmission Provider.

2.6.3 Successors and Assigns:

This WMPA and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

ARTICLE 3 – Responsibility for Network or Local Upgrades

3.0 Security for Network or Local Upgrades. Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of **\$0**. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades described in Section 3.4 of this WMPA less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

unt or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

3.1 Project Specific Milestones. During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:

3.1.1 Commercial Operation.

~~**For Generating Units Originally Included in Queue Position No. AC2-168:**~~

(i) On or before ~~December 31, 2019~~June 1, 2023, Wholesale Market Participant must demonstrate commercial operation of ~~all 20 MW of~~ generating units; (ii) On or before ~~September 30, 2020~~January 12, 2024, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable, obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.

~~For Additional Generating Units Included in Queue Position No. AD1-135: (i) On or before May 31, 2020, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before September 30, 2020, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.~~

3.1.2 Documentation. Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.

3.1.3 Interconnection Agreement. On or before **June 1, 2018**, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA.

Wholesale Market Participant shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider’s reasonable satisfaction. Transmission Provider may reasonably extend any such milestone dates, in the event of delays that Wholesale Market Participant (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the Transmission Owner or (ii) the Transmission Owner extends the date by which Wholesale Market Participant must enter into an interconnection agreement relative to this WMPA, and (iii) the Wholesale Market Participant has not made a wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by notifying the Transmission Provider and the Transmission Owner in writing that it wishes to suspend this WMPA, with the condition that, notwithstanding such suspension, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider’s safety and reliability criteria. Wholesale Market Participant’s notice of suspension shall include an estimated duration of the suspension period and other information related to the suspension. Pursuant to this section 3.1, Wholesale Market Participant may request one or more suspensions of work under this WMPA for a cumulative period of up to a maximum of three years. If, however, the suspension will result in a Material Modification as defined in Part I, Section 1.18A.02 of the Tariff, then such suspension period shall be no greater than one (1) year. If the Wholesale Market Participant suspends this WMPA pursuant to this Section 3.1 and has not provided written notice that it will exit such suspension on or before the expiration of the suspension period described herein, this WMPA shall be deemed terminated as of the end of such suspension period. The suspension time shall begin on the date the suspension is

requested or on the date of the Wholesale Market Participant's written notice of suspension to Transmission Provider, if no effective date was specified. All milestone dates stated in this Section 3.1 shall be deemed to be extended coextensively with any suspension period permitted pursuant to this provision.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials. By each individual signing below, each represents to the other that they are duly authorized to sign on behalf of their company and have the actual and/or apparent authority to bind the respective company to this WMPA.

(PJM Queue Position #AC2-168/AD1-135)

Transmission Provider: **PJM Interconnection, L.L.C.**

By: _____

Name Title Date

Printed name of signer: _____

Wholesale Market Participant: **~~Lendlease Energy Development LLC~~ Gaucha Solar LLC**

By: _____

Name Title Date

Printed name of signer: _____

Transmission Owner: **Duquesne Light Company**

By: _____

Name Title Date

Printed name of signer: _____

All signature lines intentionally left blank – See Agreement to Amend for Assignment Without Prior Consent and Agreement to Amend executed by the parties effective January 3, 2023 and December 27, 2022 respectively

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among
PJM INTERCONNECTION, L.L.C.**

And

Gacho Solar LLC ~~Lendlease Energy Development LLC~~

And

**Duquesne Light Company
(PJM Queue Position # AC2-168/AD1-135)**

1.0 Description of generating unit(s) (the “Participant Facility”) to be used for the provision of wholesale sales into the PJM markets:

a. Name of Participant Facility:

Gacho Solar

b. Location of Participant Facility:

631 Bocktown Cork Road, Clinton, PA 15026

c. Size in megawatts of Participant Facility:

Maximum Facility Output of **20.0 MW**

AC2-168	11.7 MW
AD1-135	8.3 MW
Total	20 MW

The stated size of the generating unit includes an increase in the Maximum Facility Output of the generating unit of 8.3 MW over Wholesale Market Participant’s previous Queue Project AC2-168. This increase is a result of the Interconnection Request associated with this WMPA.

d. Description of the equipment configuration:

Queue Project AC2-168 is a solar panel array consisting of 11.7 MW of photovoltaic (PV) modules through six 2 MW string inverters. Queue Project AD1-135 is a solar panel array expansion to Queue Project AC2-168 consisting of 8.3 MW of photovoltaic (PV) modules through five 2 MW string inverters.

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of **7.55 MW**; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

The amount of Capacity Interconnection Rights specified above (**7.55 MW**) includes **4.4 MW** of Capacity Interconnection Rights that the Wholesale Market Participant had at the same Point(s) of Interconnection prior to its Interconnection Request associated with this Wholesale Market Participation Agreement, which are associated with Queue Position AC2-168, and **3.15 MW** of Capacity Interconnection Rights granted as a result of this WMPA.

Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection in the amount of (i) 4.4 MW (associated with Queue Position AC2-168) commencing on June 1, 2020; and (ii) 3.15 MW (associated with Queue Position AD1-135) commencing on June 1, 2021.

For Generating Units Originally Included in Queue Position No. AC2-168: During the time period from October 19, 2017 (the effective date of the WMPA for Queue Position AC2-168) through **May 31, 2020** (the “first interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed **4.4 MW** (“First Interim Interconnection Rights”). The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any First Interim Capacity Interconnection Rights awarded during the first interim time period shall terminate on **May 31, 2020**.

For Additional Generating Units Included in Queue Position No. AD1-135: During the time period from the effective date of this WMPA until **May 31, 2021** (the “second interim time period”), in addition to the 4.4 MW of Capacity Interconnection Rights the Wholesale Market Participant had at the same Point of Interconnection associated with Queue Project AC2-168, Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed **3.15 MW** (“Second Interim Interconnection Rights”). Accordingly, during the second interim time period, the Wholesale Market Participant may have 4.4 MW of previously awarded Capacity Interconnection Rights (associated with Queue Position AC2-168) and may be awarded additional interim Capacity Interconnection Rights (associated with Queue Position AD1-135) in an amount not to exceed 3.15 MW. The availability and amount of such Second Interim Capacity Interconnection Rights shall be dependent upon completion and results

of an interim deliverability study. Any Second Interim Capacity Interconnection Rights awarded during the interim time period shall terminate on **May 31, 2021**.

To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM's markets in an amount equal to the Participant Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent with the PJM manuals.

SCHEDULES:

- **SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**
- **SCHEDULE B - LIST OF METERING EQUIPMENT**
- **SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**
- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**
- **SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**
- **SCHEDULE F – SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

SINGLE-LINE DIAGRAM

[illegible]

SCHEDULE B

LIST OF METERING EQUIPMENT

Wholesale Market Participant must provide Revenue Metering (KWH, KVARH) and real time data (KW, KVA) to PJM from Wholesale Market Participant's Participant Facility in accordance with the requirements in PJM Manuals M-01 and M-14D, and PJM Tariff Sections 24.1 and 24.2.

The Transmission Owner will install, own and maintain the metering equipment. The metering equipment will be installed on the side of the Point of Interconnection for the Wholesale Market Participant's Participant Facility, but the metering equipment will reside inside the Transmission Owner's Clinton Substation. The Wholesale Market Participant's Participant Facility shall be independently metered, and the Wholesale Market Participant shall provide the communication link required to send the Revenue Metering and real time data directly to PJM. All costs associated with the installation and maintenance of the metering equipment (including upgrades) shall be the responsibility of the Wholesale Market Participant.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

Duquesne Light Company's "Facility Interconnection Requirements" document dated 12/30/2015 which is available at:

<http://www.pjm.com/planning/design-engineering/to-tech-standards/private-duquesne.aspx>

SCHEDULE E

WHOLESALE MARKET PARTICIPANT'S AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS

As provided in Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff and subject to the requirements thereof, Wholesale Market Participant represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 88-129, 1988-2 C.B. 541, and as amplified and modified in Notices 90-60, 1990-2 C.B. 345, and 2001-82, 2001-2 C.B. 619 (the "IRS Notices"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notices, as they may be amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Wholesale Market Participant to Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities specified in this WMPA.

Nothing in Wholesale Market Participant's agreement pursuant to this Schedule E shall change the indemnification obligations under Section 24.2 in Attachment O, Appendix 2 in Part VI of the Tariff.

SCHEDULE F
SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.

ATTACHMENT B

**Clean Tariff
Service Agreement No. 4825**

(PJM Queue #AC2-168/AD1-135)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

GAUCHO SOLAR LLC

And

DUQUESNE LIGHT COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
Gaucho Solar LLC
And
Duquesne Light Company
(PJM Queue Position #AC2-168/AD1-135)**

This Wholesale Market Participation Agreement (“WMPA”) including the Specifications, and Schedules attached hereto and incorporated herein, is entered into in order to effectuate sales of energy and/or capacity into PJM’s wholesale markets, by and between PJM Interconnection, L.L.C., the Regional Transmission Organization for the PJM Region (“Transmission Provider”), **Gaucho Solar LLC** (“Wholesale Market Participant”) and **Duquesne Light Company** (“Transmission Owner”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA supersedes the Wholesale Market Participation Agreement among PJM Interconnection, L.L.C., Lendlease Energy Development LLC and Duquesne Light Company associated with PJM Queue No. AC2-168, filed with and accepted by the Federal Energy Regulatory Commission in Docket ER18-293-000, effective December 14, 2017, and designated Original Service Agreement No. 4825.

WITNESSETH

WHEREAS, Wholesale Market Participant is developing generation that it intends to use to engage in Wholesale Transactions in PJM’s markets and desires to maintain its proposed generation in the queue that PJM studies for potential reliability impacts to the Transmission System;

WHEREAS, Wholesale Market Participant is seeking to interconnect at a local distribution or sub-transmission facility, which at this time is not subject to FERC jurisdiction; and

WHEREAS, Wholesale Market Participant and Transmission Owner or its affiliate must enter into a separate two-party interconnection agreement (“Interconnection Agreement”) in order to address issues of physical interconnection and local charges that may be presented by the interconnection of Wholesale Market Participant’s generation to the distribution facility.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, together with other good and valuable consideration, the receipt and sufficiency is hereby mutually acknowledged by Transmission Provider, Transmission Owner and Wholesale Market Participant and the parties agree to assume all of the rights and obligations consistent with the rights and obligations relating to Network Upgrades, Local Upgrades and metering requirements

set forth in Part VI of the Tariff, as of the effective date of this WMPA, required for Wholesale Market Participant to make Wholesale Transactions in PJM's markets. The Parties mutually covenant and agree as follows:

Article 1 – DEFINITIONS and OTHER DOCUMENTS

- 1.0 Defined Terms.** All capitalized terms herein shall have the meanings as set forth in the definitions of such terms as stated in Part I, Article 1 or Part VI of the PJM Open Access Transmission Tariff ("Tariff"), except Wholesale Market Participant which shall be defined in this WMPA as a participant in a Wholesale Transaction.
- 1.1 Effective Date.** This WMPA shall become effective on the date it is executed by all Parties, or, if this WMPA is filed with FERC unexecuted, upon the date specified by FERC. This WMPA shall terminate on such date as mutually agreed upon by the parties, unless earlier terminated consistent with Section 1 in Attachment O, Appendix 2, Part VI of the Tariff.
- 1.2 Assumption of Tariff Obligations.** Wholesale Market Participant agrees to abide by all rules and procedures pertaining to generation and transmission in the PJM Region, including but not limited to the rules and procedures concerning the dispatch of generation or scheduling transmission set forth in the Tariff, the Operating Agreement and the PJM Manuals.
- 1.3 Incorporation Of Other Documents.** All portions of the Tariff and the Operating Agreement pertinent to the subject matter of this WMPA and not otherwise made a part hereof are hereby incorporated herein and made a part hereof.

Article 2 - NOTICES and MISCELLANEOUS

- 2.0 Notices.** Any notice, demand or request required or permitted to be given by any Party to another and any instrument required or permitted to be tendered or delivered by any Party in writing to another may be so given, tendered or delivered by recognized national courier or by depositing the same with the United States Postal Service, with postage prepaid for delivery by certified or registered mail addressed to the Party, or by personal delivery to the Party, at the address specified below. Such notices, if agreed to by the Parties, may be made via electronic means, with e-mail confirmation of delivery.

Transmission Provider:
PJM Interconnection, L.L.C.
2750 Monroe Blvd.
Audubon, PA 19403-2497

Wholesale Market Participant:
Gaucho Solar LLC

125 E. John Carpenter Fwy
Suite 525
Irving, Texas 75062
Attn: Sujana Yerra
Email: Sujana.Yerra@vesperenergy.com
Phone: (832) 377-9324

Copies to:

Zach Wald
125 E. John Carpenter Fwy
Suite 525
Irving, Texas 75062
Email: zach.wald@vesperenergy.com
Phone: (561) 339-2850

Transmission Owner:
Duquesne Light Company
Manager Transmission Planning
2839 New Beaver Avenue, Building #2
Pittsburgh, PA 15233

Either Party may change its address or designated representative for notice by notice to the other Parties in the manner provided for above.

- 2.1 Construction With Other Parts Of The Tariff.** This WMPA shall not be construed as an application for service under Part II or Part III of the Tariff.
- 2.2 Warranty for Facilities Study.** In analyzing and preparing the Combined Feasibility/System Impact Study, and in designing and constructing the Local Upgrades and/or Network Upgrades described in Part II of the Tariff and in the Specifications attached to this WMPA, Transmission Provider, the Transmission Owner(s), and any other subcontractors employed by Transmission Provider have had to, and shall have to, rely on information provided by Wholesale Market Participant and possibly by third parties and may not have control over the accuracy of such information. Accordingly, NEITHER TRANSMISSION PROVIDER, THE TRANSMISSION OWNER(s), NOR ANY OTHER SUBCONTRACTORS EMPLOYED BY TRANSMISSION PROVIDER OR TRANSMISSION OWNER MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION, OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE ACCURACY, CONTENT, OR CONCLUSIONS OF THE FACILITIES STUDY OR THE SYSTEM IMPACT STUDY IF A FACILITIES STUDY WAS NOT REQUIRED OR OF THE LOCAL UPGRADES AND/OR THE NETWORK UPGRADES, PROVIDED, HOWEVER, that Transmission Provider warrants that the Transmission Owner Facilities described in the Specifications will be

designed and constructed (to the extent that Transmission Owner is responsible for design and construction thereof) and operated in accordance with Good Utility Practice, as such term is defined in the Operating Agreement. Wholesale Market Participant acknowledges that it has not relied on any representations or warranties not specifically set forth herein and that no such representations or warranties have formed the basis of its bargain hereunder.

2.3 Waiver. No waiver by any party of one or more defaults by the other in performance of any of the provisions of this WMPA shall operate or be construed as a waiver of any other or further default or defaults, whether of a like or different character.

2.4 Amendment. This WMPA or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties hereto.

2.5 Addendum of Wholesale Market Participant's Agreement to Conform with IRS Safe Harbor Provisions for Non-Taxable Status. To the extent required, in accordance with Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff, Schedule E to this WMPA shall set forth the Wholesale Market Participant's agreement to conform with the IRS safe harbor provisions for non-taxable status.

2.6 Assignment

2.6.1 Assignment with Prior Consent:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection Agreement was assigned, then, except as provided in Section 2.6.2 of this WMPA, no Party shall assign its rights or delegate its duties under this WMPA without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; and any such assignment or delegation made without such prior written consent shall be null and void. A Party may make an assignment in connection with the sale, merger, or transfer of all of its properties, including the Participant Facility, which it owns, so long as the assignee in such a sale, merger, or transfer assumes in writing all rights, duties and obligations arising under this WMPA. In addition, the Transmission Owner shall be entitled, subject to applicable laws and regulations, to assign the WMPA to an Affiliate or successor that owns and operates all or a substantial portion of the Transmission Owner's transmission facilities.

2.6.2 Assignment without Prior Consent

2.6.2.1 Assignment to Owners:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned, and such Interconnection

Agreement was assigned, then the Wholesale Market Participant may assign its rights or delegate its duties under this WMPA without the Transmission Owner's or Transmission Provider's prior consent to any Affiliate or person that purchases or otherwise acquires, directly or indirectly, all of the Participant Facility, provided that prior to the effective date of any such assignment: (1) the assignee shall demonstrate that, as of the effective date of the assignment, the assignee has the technical and operational competence to comply with the requirements of this WMPA; and (2) in writing to the Transmission Owner and Transmission Provider, assignee assumes all rights, duties, and obligations of Wholesale Market Participant arising under this WMPA. However, any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Provider, such consent not to be unreasonably withheld, conditioned or delayed.

2.6.2.2 Assignment to Lenders:

If the Interconnection Agreement between the Wholesale Market Participant and the Transmission Owner, as referenced in section 3.1.4 herein, provides that such Interconnection Agreement may be assigned to any Project Finance Entity(ies), and such Interconnection Agreement was assigned, then the Wholesale Market Participant may, without consent of the Transmission Provider or the Transmission Owner, assign this WMPA to such Project Finance Entity(ies), provided that such assignment does not alter or diminish Wholesale Market Participant's duties and obligations under this WMPA. If Wholesale Market Participant provides the Transmission Owner and Transmission Provider with notice of an assignment to such Project Finance Entity(ies) and identifies such Project Finance Entity(ies) as a contact for notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, the Transmission Provider or Transmission Owner shall provide notice and reasonable opportunity for such Project Finance Entity(ies) to cure any Breach under this WMPA in accordance with this WMPA. Transmission Provider or Transmission Owner shall, if requested by such Project Finance Entity(ies), provide such customary and reasonable documents, including consents to assignment, as may be reasonably requested with respect to the assignment and status of this WMPA, provided that such documents do not alter or diminish the rights of the Transmission Provider or Transmission Owner under this WMPA, except with respect to providing notice of Breach consistent with section 15.3 of Attachment O, Appendix 2 in Part VI of the Tariff, to such Project Finance Entity(ies). Upon presentation of the Transmission Provider and/or Transmission Owner's invoice therefor, Wholesale Market Participant shall pay the Transmission Provider and/or the Transmission Owner's reasonable documented cost of providing such documents and certificates as requested by such Project Finance Entity(ies). Any assignment described herein shall not relieve or discharge the Wholesale Market Participant from any of its obligations hereunder absent the written consent of the Transmission Owner and Transmission Provider.

2.6.3 Successors and Assigns:

This WMPA and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

ARTICLE 3 – Responsibility for Network or Local Upgrades

3.0 Security for Network or Local Upgrades. Consistent with Section 212.4 in Part VI of the Tariff, Wholesale Market Participant, on or before the effective date of this WMPA, shall provide the Transmission Provider (for the benefit of the Transmission Owner) with a letter of credit from an agreed provider or other form of security reasonably acceptable to the Transmission Provider and that names the Transmission Provider as beneficiary (“Security”) in the amount of **\$0**. This amount represents the sum of the estimated Costs, determined consistent with Section 217 in Part VI of the Tariff, of (i) the Local Upgrades and/or Network Upgrades described in Section 3.4 of this WMPA less any Costs already paid by the Wholesale Market Participant. Should Wholesale Market Participant fail to provide Security in the amount or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

unt or form required in the first sentence of this Section, this WMPA shall be terminated. Wholesale Market Participant acknowledges that its ultimate cost responsibility consistent with Section 217 in Part VI of the Tariff will be based upon the actual Costs of the facilities described in the Specifications to this WMPA, whether greater or lesser than the amount of the Security provided under this Section.

3.1 Project Specific Milestones. During the term of this WMPA, Wholesale Market Participant shall ensure that it meets each of the following milestones:

3.1.1 Commercial Operation.

(i) On or before **June 1, 2023**, Wholesale Market Participant must demonstrate commercial operation of 20 MW of generating units; (ii) On or before **January 12, 2024**, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable, obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.

3.1.2 Documentation. Within one (1) month following commercial operation of generating unit(s), Wholesale Market Participant must provide certified documentation demonstrating that “as-built” Participant Facility are consistent with applicable PJM studies and agreements. Wholesale Market Participant must

also provide PJM with “as-built” electrical modeling data or confirm that previously submitted data remains valid.

3.1.3 Interconnection Agreement. On or before **June 1, 2018**, Wholesale Market Participant must enter into an Interconnection Agreement with the Transmission Owner in order to effectuate the WMPA.

Wholesale Market Participant shall demonstrate the occurrence of each of the foregoing milestones to Transmission Provider’s reasonable satisfaction. Transmission Provider may reasonably extend any such milestone dates, in the event of delays that Wholesale Market Participant (i) did not cause and (ii) could not have remedied through the exercise of due diligence.

If (i) the Wholesale Market Participant suspends work pursuant to a suspension provision contained in an interconnection and/or construction agreement with the Transmission Owner or (ii) the Transmission Owner extends the date by which Wholesale Market Participant must enter into an interconnection agreement relative to this WMPA, and (iii) the Wholesale Market Participant has not made a wholesale sale under this WMPA, the Wholesale Market Participant may suspend this WMPA by notifying the Transmission Provider and the Transmission Owner in writing that it wishes to suspend this WMPA, with the condition that, notwithstanding such suspension, the Transmission System shall be left in a safe and reliable condition in accordance with Good Utility Practice and Transmission Provider’s safety and reliability criteria. Wholesale Market Participant’s notice of suspension shall include an estimated duration of the suspension period and other information related to the suspension. Pursuant to this section 3.1, Wholesale Market Participant may request one or more suspensions of work under this WMPA for a cumulative period of up to a maximum of three years. If, however, the suspension will result in a Material Modification as defined in Part I, Section 1.18A.02 of the Tariff, then such suspension period shall be no greater than one (1) year. If the Wholesale Market Participant suspends this WMPA pursuant to this Section 3.1 and has not provided written notice that it will exit such suspension on or before the expiration of the suspension period described herein, this WMPA shall be deemed terminated as of the end of such suspension period. The suspension time shall begin on the date the suspension is requested or on the date of the Wholesale Market Participant’s written notice of suspension to Transmission Provider, if no effective date was specified. All milestone dates stated in this Section 3.1 shall be deemed to be extended coextensively with any suspension period permitted pursuant to this provision.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials. By each individual signing below, each represents to the other that they are duly authorized to sign on behalf of their company and have the actual and/or apparent authority to bind the respective company to this WMPA.

(PJM Queue Position #**AC2-168/AD1-135**)

Transmission Provider: **PJM Interconnection, L.L.C.**

By: _____
Name Title Date

Printed name of signer: _____

Wholesale Market Participant: **Gaucha Solar LLC**

By: _____
Name Title Date

Printed name of signer: _____

Transmission Owner: **Duquesne Light Company**

By: _____
Name Title Date

Printed name of signer: _____

All signature lines intentionally left blank – See Agreement to Amend for Assignment Without Prior Consent and Agreement to Amend executed by the parties effective January 3, 2023 and December 27, 2022 respectively

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT
By and Among
PJM INTERCONNECTION, L.L.C.
And
Gaucho Solar LLC
And
Duquesne Light Company
(PJM Queue Position # AC2-168/AD1-135)**

1.0 Description of generating unit(s) (the “Participant Facility”) to be used for the provision of wholesale sales into the PJM markets:

a. Name of Participant Facility:

Gaucho Solar

b. Location of Participant Facility:

631 Bocktown Cork Road, Clinton, PA 15026

c. Size in megawatts of Participant Facility:

Maximum Facility Output of **20.0 MW**

AC2-168	11.7 MW
AD1-135	8.3 MW
Total	20 MW

The stated size of the generating unit includes an increase in the Maximum Facility Output of the generating unit of 8.3 MW over Wholesale Market Participant’s previous Queue Project AC2-168. This increase is a result of the Interconnection Request associated with this WMPA.

d. Description of the equipment configuration:

Queue Project AC2-168 is a solar panel array consisting of 11.7 MW of photovoltaic (PV) modules through six 2 MW string inverters. Queue Project AD1-135 is a solar panel array expansion to Queue Project AC2-168 consisting of 8.3 MW of photovoltaic (PV) modules through five 2 MW string inverters.

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Consistent with the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the point(s) of interconnection specified in Schedule A of this Wholesale Market Participant Agreement in the amount of **7.55 MW**; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

The amount of Capacity Interconnection Rights specified above (**7.55 MW**) includes **4.4 MW** of Capacity Interconnection Rights that the Wholesale Market Participant had at the same Point(s) of Interconnection prior to its Interconnection Request associated with this Wholesale Market Participation Agreement, which are associated with Queue Position AC2-168, and **3.15 MW** of Capacity Interconnection Rights granted as a result of this WMPA.

Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection in the amount of (i) 4.4 MW (associated with Queue Position AC2-168) commencing on June 1, 2020; and (ii) 3.15 MW (associated with Queue Position AD1-135) commencing on June 1, 2021.

For Generating Units Originally Included in Queue Position No. AC2-168: During the time period from October 19, 2017 (the effective date of the WMPA for Queue Position AC2-168) through **May 31, 2020** (the “first interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed **4.4 MW** (“First Interim Interconnection Rights”). The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any First Interim Capacity Interconnection Rights awarded during the first interim time period shall terminate on **May 31, 2020**.

For Additional Generating Units Included in Queue Position No. AD1-135: During the time period from the effective date of this WMPA until **May 31, 2021** (the “second interim time period”), in addition to the 4.4 MW of Capacity Interconnection Rights the Wholesale Market Participant had at the same Point of Interconnection associated with Queue Project AC2-168, Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed **3.15 MW** (“Second Interim Interconnection Rights”). Accordingly, during the second interim time period, the Wholesale Market Participant may have 4.4 MW of previously awarded Capacity Interconnection Rights (associated with Queue Position AC2-168) and may be awarded additional interim Capacity Interconnection Rights (associated with Queue Position AD1-135) in an amount not to exceed 3.15 MW. The availability and amount of such Second Interim Capacity Interconnection Rights shall be dependent upon completion and results

of an interim deliverability study. Any Second Interim Capacity Interconnection Rights awarded during the interim time period shall terminate on **May 31, 2021**.

To the extent that any portion of the Participant Facility described in Section 1.0 is not a Capacity Resource with Capacity Interconnection Rights, such portion of the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM's markets in an amount equal to the Participant Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right to limit injections in the event reliability would be affected by output greater than such quantity.

3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent with the PJM manuals.

SCHEDULES:

- **SCHEDULE A - SINGLE-LINE DIAGRAM (Showing point of interconnection)**
- **SCHEDULE B - LIST OF METERING EQUIPMENT**
- **SCHEDULE C - LIST OF LOCAL/NETWORK UPGRADES**
- **SCHEDULE D - APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**
- **SCHEDULE E - WHOLESALE MARKET PARTICIPANT AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS**
- **SCHEDULE F – SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

SCHEDULE B

LIST OF METERING EQUIPMENT

Wholesale Market Participant must provide Revenue Metering (KWH, KVARH) and real time data (KW, KVA) to PJM from Wholesale Market Participant's Participant Facility in accordance with the requirements in PJM Manuals M-01 and M-14D, and PJM Tariff Sections 24.1 and 24.2.

The Transmission Owner will install, own and maintain the metering equipment. The metering equipment will be installed on the side of the Point of Interconnection for the Wholesale Market Participant's Participant Facility, but the metering equipment will reside inside the Transmission Owner's Clinton Substation. The Wholesale Market Participant's Participant Facility shall be independently metered, and the Wholesale Market Participant shall provide the communication link required to send the Revenue Metering and real time data directly to PJM. All costs associated with the installation and maintenance of the metering equipment (including upgrades) shall be the responsibility of the Wholesale Market Participant.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

Duquesne Light Company's "Facility Interconnection Requirements" document dated 12/30/2015 which is available at:

<http://www.pjm.com/planning/design-engineering/to-tech-standards/private-duquesne.aspx>

SCHEDULE E

WHOLESALE MARKET PARTICIPANT'S AGREEMENT TO CONFORM WITH IRS SAFE HARBOR PROVISIONS FOR NON-TAXABLE STATUS

As provided in Section 24.1 in Attachment O, Appendix 2 in Part VI of the Tariff and subject to the requirements thereof, Wholesale Market Participant represents that it meets all qualifications and requirements as set forth in Section 118(a) and 118(b) of the Internal Revenue Code of 1986, as amended and interpreted by Notice 88-129, 1988-2 C.B. 541, and as amplified and modified in Notices 90-60, 1990-2 C.B. 345, and 2001-82, 2001-2 C.B. 619 (the "IRS Notices"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notices, as they may be amended, as required to confer non-taxable status on some or all of the transfer of property, including money, by Wholesale Market Participant to Transmission Owner with respect to the payment of the Costs of construction and installation of the Transmission Owner Interconnection Facilities specified in this WMPA.

Nothing in Wholesale Market Participant's agreement pursuant to this Schedule E shall change the indemnification obligations under Section 24.2 in Attachment O, Appendix 2 in Part VI of the Tariff.

SCHEDULE F
SCHEDULE OF NON-STANDARD TERMS & CONDITIONS

Not Required.

ATTACHMENT C

**Executed Agreement to Amend for
Assignment without Prior Consent
and Agreement to Amend**

AGREEMENT TO AMEND FOR ASSIGNMENT WITHOUT PRIOR CONSENT

**By and Among
PJM Interconnection, L.L.C.**

And

Vesper Energy Portfolio 1 LLC (f.k.a., Lendlease Energy Development LLC)

And

Gaucha Solar LLC

And

**Duquesne Light Company
(PJM Queue Position #AC2-168/AD1-135)**

This AGREEMENT TO AMEND FOR ASSIGNMENT WITHOUT PRIOR CONSENT (“Amendment”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Vesper Energy Portfolio 1 LLC (f.k.a., Lendlease Energy Development LLC) (“Wholesale Market Participant” or “Assignor”), Gaucha Solar LLC (“Assignee”), and Duquesne Light Company (“Transmission Owner”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, PJM, Wholesale Market Participant, and Duquesne Light Company are parties to the following service agreement, filed with and accepted by the Federal Energy Regulatory Commission (“Commission”) in Docket No. ER18-1311-000, designated as follows:

Type of Service Agreement	Service Agreement Number	Effective Date
Wholesale Market Participation Agreement (“WMPA”)	4825	March 8, 2018

WHEREAS, WMPA, section 2.4 provides that the Service Agreement, or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Service Agreement.

WHEREAS, pursuant to WMPA, section 2.6.2, the assignment from Assignor to Assignee arises from a sale to an affiliate for which consent to assignment is not required; however, Assignor and Assignee acknowledge that this assignment shall not relieve or discharge Assignor from any of its obligations under the Service Agreement, absent written consent by Assignee and Transmission Provider.

WHEREAS, pursuant to WMPA, section 2.6.2, Assignor and Assignee acknowledge and agree that, as of the June 2, 2022 effective date of the assignment, Assignee has the technical and operational competence to comply with the requirements of the Service Agreement, and Assignee assumes all rights, duties, and obligations of Assignor arising under the Service Agreement.

WHEREAS, by this written document, the Parties intend to amend the Service Agreement to reflect and describe the changes listed in Appendix A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement.
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement by making the changes listed in Appendix A hereto, and the amendments will not change the effective date of the Service Agreement unless otherwise agreed to by the Parties. The Parties authorize PJM to file the amended Service Agreement with the Commission without the necessity of additional signatures from Wholesale Market Participant and Transmission Owner.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.
4. Party Obligations. The Parties hereby agree that the assignment shall not relieve or discharge Wholesale Market Participant from any of its obligations under the Service Agreement.

Except as set forth in this Amendment, the Service Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of conflict between this Amendment and the Service Agreement or any earlier amendment, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the Parties have executed this Amendment, which shall become effective on the date that it is fully executed by all Parties. By each individual signing below, each represents to the others that they are duly authorized to sign on behalf of that company, and have the actual and/or apparent authority to bind the respective company to this Amendment.

(PJM Queue Position #AC2-168/AD1-135)

Transmission Provider: PJM Interconnection, L.L.C.

By: Augustine Caven Mgr., Infrastructure Coord. 1/3/2023
Name Title Date

Printed name of signer: Augustine Caven

Assignor: Vesper Energy Portfolio 1 LLC (f.k.a., Lendlease Energy Development LLC)

By: Travis Baukol Vice President 10/21/2022
Name Title Date

Printed name of signer: Travis Baukol

Assignee: Gaucho Solar LLC

By: Travis Baukol Vice President 10/21/2022
Name Title Date

Printed name of signer: Travis Baukol

Transmission Owner: Duquesne Light Company

By: Jason Harchick Director, Grid Optimization and Strategy 1/3/2023
Name Title Date

Printed name of signer: Jason Harchick

APPENDIX A

Location of Changes	Changed From	Changed To	Explanation
Cover page, first page title block, introductory paragraph, section 2.0 (Notices), signature page, and specifications page title block	Lendlease Energy Development LLC	Gaucha Solar LLC	Wholesale Market Participant name is changed to reflect an affiliate assignment.
Section 2.0 (Notices)	909 Lake Carolyn Parkway Suite 260 Irving, TX 75039	<p>125 E. John Carpenter Fwy Suite 525 Irving, Texas 75062 Attn: Sujana Yerra Email: Sujana.Yerra@vesperenergy.com Phone: (832) 377-9324</p> <p>Copies to: Zach Wald 125 E. John Carpenter Fwy Suite 525 Irving, Texas 75062 Email: zach.wald@vesperenergy.com Phone: (561) 339-2850</p>	Wholesale Market Participant address is updated.

AGREEMENT TO AMEND
By and Among
PJM Interconnection, L.L.C.
And
Gacho Solar LLC
And
Duquesne Light Company
(PJM Queue Position #AC2-168/AD1-135)

This AGREEMENT TO AMEND (“Agreement to Amend”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Gacho Solar LLC (“Wholesale Market Participant”), and Duquesne Light Company (“Transmission Owner”) (each, individually, a “Party,” and collectively, the “Parties”).

RECITALS

WHEREAS, PJM, Wholesale Market Participant, and Transmission Owner are parties to the following service agreement, filed with and accepted by the Federal Energy Regulatory Commission (“Commission”) in Docket No. ER18-1311-000, as amended (the “Service Agreement”), designated as follows:

Type of Service Agreement	Service Agreement Number	Effective Date
Wholesale Market Participation Agreement (“WMPA”)	4825	March 8, 2018

WHEREAS, WMPA, section 2.4 provides that the Service Agreement, or any part thereof, may not be amended, modified, or waived other than by a written document signed by all parties to the Service Agreement; and

WHEREAS, by this Agreement to Amend, the Parties intend to amend the Service Agreement to reflect and describe the changes listed in Appendix A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Service Agreement.
2. Consent to Amendment(s). The Parties hereby agree to amend the aforementioned Service Agreement by making the changes listed in Appendix A hereto, and the amendments will not change the effective date of the Service Agreement unless otherwise agreed by the Parties. The Parties authorize PJM to file the amended Service Agreement with the Commission without the necessity of additional signatures from Wholesale Market Participant and Transmission Owner.

3. Counterparts. This Agreement to Amend may be executed in one or more counterparts, each of which when so executed and delivered shall be an original but all of which shall together constitute one and the same instrument.

Except as set forth in this Agreement to Amend, the Service Agreement is unaffected and shall continue in full force and effect in accordance with its terms. In the event of conflict between this Agreement to Amend and the Service Agreement or any earlier amendment(s), the terms of this Agreement to Amend will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to Amend, which shall become effective on the date that it is fully executed by all Parties. By each individual signing below, each represents to the others that they are duly authorized to sign on behalf of that company and have the actual and/or apparent authority to bind the respective company to this Agreement to Amend.

(PJM Queue Position #AC2-168/AD1-135)

Transmission Provider: PJM Interconnection, L.L.C.

By: Augustine Caven Mgr., Infrastructure Coord. 12/27/2022
Name Title Date

Printed name of signer: Augustine Caven

Wholesale Market Participant: Gaucho Solar LLC

By: Travis Baukol Vice President 12/15/2022
Name Title Date

Printed name of signer: Travis Baukol

Transmission Owner: Duquesne Light Company

By: Jason Harchick Director, Grid Optimization and 12/27/2022
Name Title Date

Printed name of signer: Jason Harchick

APPENDIX A

Section Changed	Changed From	Changed To	Explanation
Commercial Operation	<p>3.1.1 Commercial Operation</p> <p>For Generating Units Originally Included in Queue Position No. AC2-168: (i) On or before December 31, 2019, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before September 30, 2020, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.</p> <p>For Additional Generating Units Included in Queue Position No. AD1-135: (i) On or before May 31, 2020, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before September 30, 2020, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.</p>	<p>3.1.1 Commercial Operation</p> <p>(i) On or before June 1, 2023, Wholesale Market Participant must demonstrate commercial operation of 20 MW of generating units; (ii) On or before January 12, 2024, Wholesale Market Participant must demonstrate commercial sale or use of energy and, if applicable, obtain capacity qualification consistent with the requirements of the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region.</p>	<p>Parties agreed to change the Commercial Operation milestone description and dates.</p>