

FEDERAL ENERGY REGULATORY COMMISSION
WASHINGTON, DC 20426

OFFICE OF ENERGY MARKET REGULATION

In Reply Refer To:
PJM Interconnection, L.L.C.
Docket No. ER22-1810-000

Issued: June 29, 2022

Wright & Talisman, P.C.
1200 G Street, NW
Suite 600
Washington, DC 20005-3898

Attention: Abraham F. Johns, III, Esq.

Reference: Amendment to Wholesale Market Participation Agreement

On May 6, 2022, PJM Interconnection, L.L.C. (PJM) filed an amended Wholesale Market Participation Agreement (WMPA) among PJM, Erindale Energy, LLC (Erindale), and Delmarva Power & Light Company (DPL) (Amended WMPA).¹ PJM states that the Amended WMPA modifies an existing WMPA between PJM, Kumquat & Citron Cleantech LLC (Kumquat), and DPL, designated as Original Service Agreement No. 6367, which was previously accepted by the Commission in Docket No. ER22-1107-000.² PJM also states that the modifications were made to accommodate the assignment of all of Kumquat's rights and delegation of all its duties under the original WMPA to Erindale, and to update all of the notice information accordingly, as effectuated by the Consent to Assignment Agreement and Agreement to Amend executed by PJM, Kumquat, Erindale, and DPL. PJM requests that the effective date for the Amended WMPA remain the same as the effective date for the original WMPA, i.e., January 26, 2022.

Pursuant to the authority delegated to the Director, Division of Electric Power Regulation - East, under 18 C.F.R. § 375.307 (2021), the submittal is accepted for filing,

¹ PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 6367](#), [PJM SA No. 6367 among PJM, Erindale & DPL \(1.0.0\)](#).

² *PJM Interconnection, L.L.C.*, Docket No. ER22-1107-000 (March 30, 2022) (delegated order).

effective January 26, 2022, as requested.³

The filing was publicly noticed, with comments, interventions, and protests due on or before May 27, 2022. Pursuant to Rule 214 of the Commission's regulations (18 C.F.R. § 385.214 (2021)), 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. Granting a late intervention at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties. No protests or adverse comments were filed.

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(s); 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 PJM.

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 (2021).

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

³ See 18 C.F.R. § 35.11 (2020); *Cent. Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, reh'g denied, 61 FERC ¶ 61,089 (1992); *but see Sunflower Elec. Power Corp.*, 173 FERC ¶ 61,054 (2020) (Danly, Comm'r, dissenting).

Document Content(s)

ER22-1810-000_Delegated Letter Order.docx1

May 6, 2022

Kimberly D. Bose
Secretary
Federal Energy Regulatory Commission
888 First Street, NE, Room 1A
Washington, DC 20426

Re: *PJM Interconnection, L.L.C., Docket No. ER22-1810 -000*
Amendment to WMPA, SA No. 6367; Queue No. AF2-250 (consent/amend)

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act,¹ and part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations,² PJM Interconnection, L.L.C. ("PJM") submits for filing an amended Wholesale Market Participant Agreement ("WMPA") between PJM, Erindale Energy, LLC ("Erindale"), and Delmarva Power & Light Company ("DPL") ("Amended WMPA"). The Amended WMPA modifies an existing WMPA between PJM, Kumquat & Citron Cleantech LLC ("Kumquat"), and AEP, designated as Original Service Agreement No. 6367, which was filed with and accepted by the Commission in Docket No. ER22-1107-000, effective January 26, 2022 ("Original WMPA").³ The modifications were made to accommodate the assignment of all of

¹ 16 U.S.C. § 824d.

² 18 C.F.R. part 35.

³ *PJM Interconnection, L.L.C.*, Letter Order, Wholesale Market Participation Agreement No. 6367, Docket No. ER22-1107-000 (Mar. 30, 2022). PJM, Erindale, Kumquat, and DPL are collectively referred to as the "Parties." Capitalized terms not defined herein have the meaning set forth in the Amended WMPA.

Kumquat's rights and delegation of all of its duties under the Original WMPA to Erindale, and to update all of the notice information accordingly.

PJM is submitting the Amended WMPA for filing because Commission rules and regulations require any change to the provisions of a service agreement on file with the Commission be filed as a change in rates.⁴ In addition to the Amended WMPA, PJM is submitting for informational purposes the attached Consent to Assignment Agreement and Agreement to Amend ("CAA") executed by the Parties. The CAA is being provided to demonstrate the Parties' consent to the changes contained in the Amended WMPA. PJM requests that the effective date for the Amended WMPA remain the same as the effective date for the Original WMPA, January 26, 2021.⁵

I. DESCRIPTION AND JUSTIFICATION FOR CHANGES

The Amended WMPA is substantively the same as the Original WMPA that was submitted to the Commission in Docket No. ER22-1107-000, except that the Amended WMPA has been revised to reflect the assignment of the rights and responsibilities under the Original WMPA to Erindale and to remove the Original WMPA signatories' names, titles, and dates. With the foregoing in mind, the Amended WMPA includes redline revisions to the: (i) title page; (ii) party caption; (iii) first paragraph;⁶ (iv) section 2.0; and

⁴ 18 C.F.R. § 35.1(c).

⁵ A clean copy of the Amended WMPA is included as Attachment A to this letter, with a marked, redlined version, showing the changes from the Original WMPA, included as Attachment B. The CAA is attached hereto as Attachment C.

⁶ While the second row of the "Section Changed" column in Appendix A of the CAA states the revision's location as "Section 1.0," that row references the change made in the first paragraph of the Amended WMPA. In addition to the explanation of the change in Appendix A of the CAA, the Parties were provided with a document prior to execution of the CAA indicating the changes made to the Original WMPA in the Amended WMPA, including the change to the first paragraph.

Kimberly D. Bose, Secretary

May 6, 2022

Page 3

(v) the signature page. The names, dates, and titles reflected in the signature page of the Original WMPA are being removed because the authorized signatures contained in the attached CAA serve as the Parties' acceptance of the rights and responsibilities under the Amended WMPA. The Commission has accepted other similar filings involving consent to assignment and agreement to amend agreements, and should do the same here.⁷

II. WAIVER AND EFFECTIVE DATE

PJM requests that the Commission grant any and all waivers of the Commission's rules and regulations necessary for acceptance of this filing and the Amended WMPA. Additionally, PJM requests a waiver of the Commission's 60-day prior notice requirement to allow the effective date of the Amended WMPA to remain January 26, 2021. Waiver is appropriate as: (i) no changes have been made to the substantive terms of the agreement as originally accepted by the Commission, other than those described herein; and (ii) no other customers will be adversely affected, as the Original WMPA remains otherwise unchanged. The Commission has allowed waivers of its 60-day notice period when, as here, the changes do not constitute a rate increase, and have been agreed to by the parties to the agreement.⁸ It has granted similar waivers involving consents to assignment and agreements to amend.⁹

⁷ See *PJM Interconnection, L.L.C.*, Letter Order, Amended Interconnection Service Agreement No. 3836, Docket No. ER21-1269-000 (Apr. 30, 2021); *PJM Interconnection, L.L.C.*, Letter Order, Amendment to Wholesale Market Participant Agreement No. 4768, Docket No. ER21-109-000, 001, 002 (Feb. 12, 2021); *PJM Interconnection, L.L.C.*, Letter Order, Amendment to Service Agreement Nos. 4501 and 4502, Docket No. ER20-1760-000, 001 (July 1, 2020); *PJM Interconnection, L.L.C.*, Letter Order, Consent to Assignment and Amendment to Service Agreement No. 4794, Docket No. ER19-296-000 (Dec. 21, 2018).

⁸ *ISO New England Inc.*, 116 FERC ¶ 61,308, at P 8 (2006); see *Cent. Hudson Gas & Elec. Corp.*, 60 FERC ¶ 61,106, at 61,338, *reh'g denied*, 61 FERC ¶ 61,089 (1992).

⁹ See *supra* note 6.

III. DOCUMENTS ENCLOSED

In addition to this transmittal letter, PJM encloses the following:

1. Attachment A: Amended WMPA, Service Agreement No. 6367 (clean);
2. Attachment B: Amended WMPA, Service Agreement No. 6367 (marked);
and
3. Attachment C: Executed Consent to Assignment Agreement.

IV. CORRESPONDENCE AND COMMUNICATIONS

Correspondence and communications with respect to this filing should be sent to, and PJM requests the Secretary to include on the official service list, the following:¹⁰

Craig Glazer
Vice President – Federal Government
Policy
PJM Interconnection, L.L.C.
1200 G Street, NW, Suite 600
Washington, DC 20005
(202) 423-4743 (phone)
(202) 393-7741(fax)
craig.glazer@pjm.com

Wendy B. Warren
Abraham F. Johns III
Wright & Talisman, P.C.
1200 G Street, NW, Suite 600
Washington, DC 20005-3898
(202) 393-1200 (phone)
(202) 393-1240 (fax)
warren@wrightlaw.com
johns@wrightlaw.com

Christopher B. Holt
Assistant General Counsel
PJM Interconnection, L.L.C.
2750 Monroe Blvd,
Audubon, PA 19403
610-666-2368
christopher.holt@pjm.com

¹⁰ To the extent necessary, PJM requests waiver of Rule 203(b)(3) of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.203(b)(3), to permit all of the persons listed to be placed on the official service list for this proceeding.

Kimberly D. Bose, Secretary

May 6, 2022

Page 5

V. SERVICE

PJM has served a copy of this filing on Erindale, Kumquat, DPL, and the relevant state regulatory commissions within the PJM Region.

VI. CONCLUSION

For the foregoing reasons, PJM respectfully requests that the Commission accept the Amended WMPA with an effective date of January 26, 2021.

Respectfully submitted,

Craig Glazer
Vice President – Federal Government
Policy
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/s/ Abraham F. Johns III
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***Counsel for
PJM Interconnection, L.L.C.***

Attachment A

**Amended WMPA
Service Agreement No. 6367 (clean)**

(PJM Queue #AF2-250)

WHOLESALE MARKET PARTICIPATION AGREEMENT
Among
PJM INTERCONNECTION, L.L.C.
And
ERINDALE ENERGY, LLC
And
DELMARVA POWER & LIGHT COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

**By and Among
PJM Interconnection, L.L.C.
And
ERINDALE ENERGY, LLC
And
Delmarva Power & Light Company
(PJM Queue Position #AF2-250)**

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”), Erindale Energy, LLC (“Wholesale Market Participant”) and Delmarva Power & Light Company (“Transmission Owner” or “DPL”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA modifies Original Service Agreement No. 6367, which was filed with and accepted by the Commission in Docket No. ER22-1107-000 effective January 26, 2022.

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 Choptank Electric Cooperative (“CEC”) 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:

Erindale Energy, LLC
Attn: Stefan Forker
10675 E. Pleasant Pasture Dr.

Tucson, AZ 85747
Phone: 310-463-5769
Email: sf@yenergypartners.com

Transmission Owner:

Delmarva Power and Light Company/ Pepco Holdings
Mail Stop #79NC58
P.O. Box 9239 (US Mail) 401 Eagle Run Road (overnight mail)
Newark, DE 19714-9239 (US Mail) Newark, DE 19702 (overnight)
Attn: Manager, Interconnection and System Studies
Email: Interconnections@Pepcoholdings.com
Phone: (302) 283-5734

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 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 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.
- 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 Substantial Site work completed.** On or before April 30, 2022, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before July 31, 2022, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before September 20, 2023, 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.
- 3.1.3 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.
- 3.1.4 Interconnection Agreement.** On or before April 30, 2021, Wholesale Market Participant must enter into an Interconnection Agreement with Choptank Electric Cooperative in order to effectuate the WMPA. This WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Choptank Electric Cooperative.

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 #AF2-250)

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

By: /s/ _____
Name Title Date

Printed name of signer: _____
INTENTIONALLY LEFT BLANK – SEE CONSENT TO ASSIGNMENT AND AGREEMENT TO AMEND SIGNED BY THE PARTIES ON APRIL 6, 2022

Wholesale Market Participant: **Erindale Energy, LLC**

By: /s/ _____
Name Title Date

Printed name of signer: _____
INTENTIONALLY LEFT BLANK – SEE CONSENT TO ASSIGNMENT AND AGREEMENT TO AMEND SIGNED BY THE PARTIES ON APRIL 6, 2022

Transmission Owner: **Delmarva Power & Light Company**

By: /s/ _____
Name Title Date

Printed name of signer: _____
INTENTIONALLY LEFT BLANK – SEE CONSENT TO ASSIGNMENT AND AGREEMENT TO AMEND SIGNED BY THE PARTIES ON APRIL 6, 2022

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

And

Erindale Energy, LLC

And

**Delmarva Power & Light Company
(PJM Queue Position # AF2-250)**

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

a. Name of Participant Facility:

Kumquat Solar

b. Location of Participant Facility:

GPS Coordinates: 38.4317950, -75.5836590
Wicomico County, MD

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 1.95 MW

d. Description of the equipment configuration:

Solar photovoltaic inverters in parallel, stepped up to 12.47 kV via underground collection cables and project collector substation

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of 1.1 MW commencing June 1, 2023. During the time period from the effective date of this WMPA until May 31, 2023 (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed 1.1 MW. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on May 31, 2023.

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.

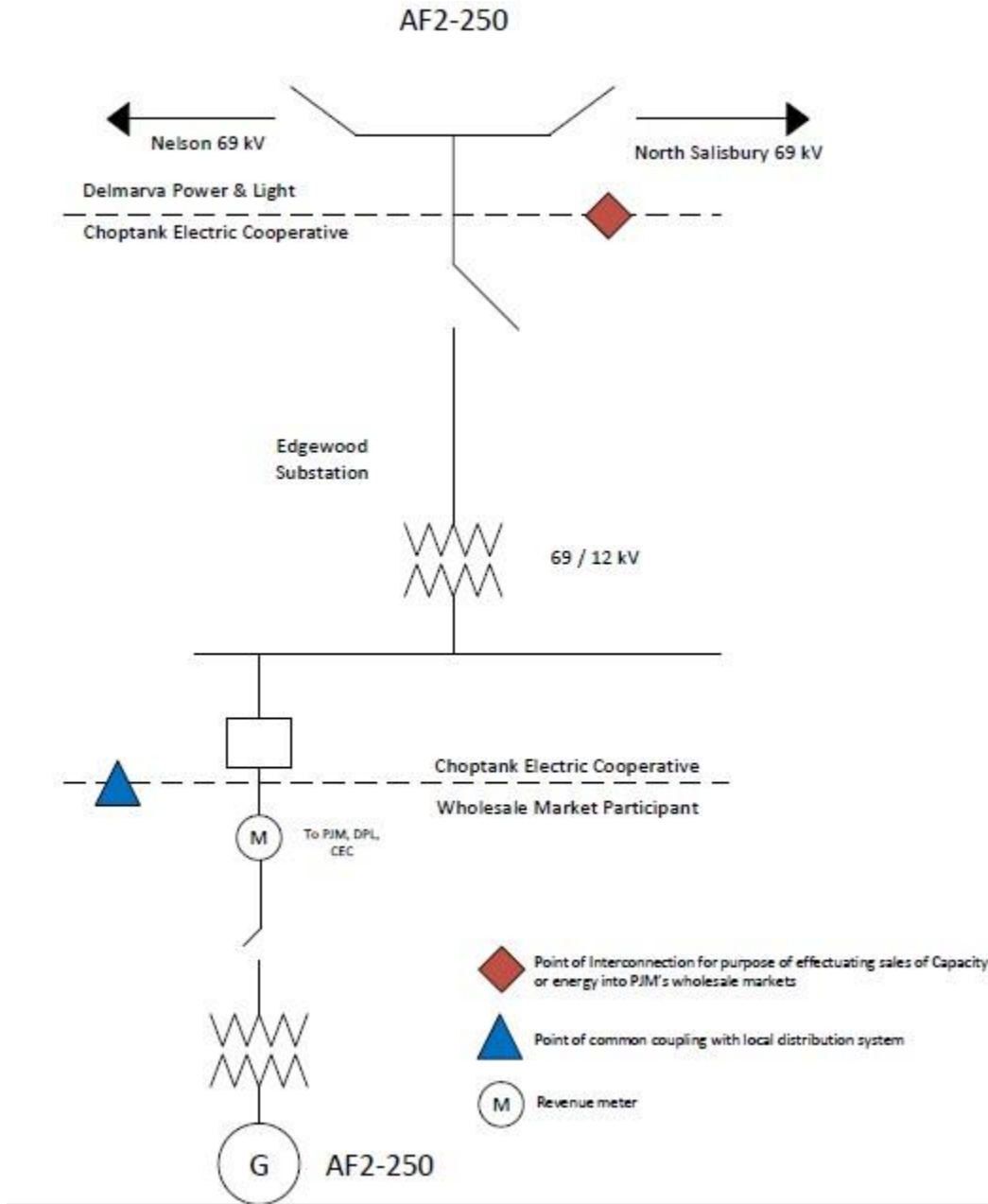
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

SINGLE-LINE DIAGRAM



SCHEDULE B

LIST OF METERING EQUIPMENT

Wholesale Market Participant shall be responsible for the installation of metering and telemetry at the point of common coupling (as shown in Schedule A) between the Wholesale Market Participant's Facility and the CEC system as required by PJM Manuals M-01 and M14D. CEC and the Wholesale Market Participant will collectively determine meter ownership.

Wholesale Market Participant shall make its metering data at the point of common coupling available to CEC, or its affiliate, via telemetry for use by CEC and Transmission Owner for balancing, settlement and audit purposes. Wholesale Market Participant may purchase and install its own backup metering.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

“Pepco Holdings, Inc. (PHI) Power Delivery Technical Considerations Covering Parallel Operations of Customer Owned Generation Interconnected with the PHI Power Delivery System,” dated October 13, 2016.

“Operations and Modifications Requirements of Atlantic City Electric Company, Delmarva Power & Light Company, Potomac Electric Power Company (Pepco) – Companies of Pepco Holdings, Inc.,” dated October 10, 2011.

The above documents are available on the PJM website. To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any other provision of this WMPA, the Tariff and/or this WMPA shall control.

<https://pjm.com/-/media/planning/plan-standards/private-dpl/phi-technical-considerations-for-generation-parallel-operations.ashx?la=en>

<https://pjm.com/-/media/planning/plan-standards/private-dpl/phi-operations-and-modifications-requirements.ashx?la=en>

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 2016-36, 2016-25 I.R.B. (6/20/2016) (the "IRS Notice"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, 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

1. Nothing in this WMPA provides any rights with regard to the use of the distribution facilities owned, operated, and maintained by CEC.

2. The Point of Interconnection (for the purpose of effectuating sales of energy into PJM's wholesale markets) under this WMPA is physically located at a point where the Transmission Owner's facilities are connected to facilities owned by CEC, to which Wholesale Market Participant's facilities are or will be interconnected. Therefore, the Parties acknowledge and agree that interconnection of the Wholesale Market Participant under this WMPA depends upon the physical availability of, and Wholesale Market Participant's right to utilize, the CEC facilities and the interconnection of the CEC facilities with those of the Wholesale Market Participant and the Transmission Owner. Accordingly, the following shall apply:
 - 2.1 Wholesale Market Participant shall obtain CEC agreement allowing Wholesale Market Participant to utilize the CEC facilities to transport energy produced by the Wholesale Market Participant's Facility to the Point of Interconnection as shown on Schedule A of this WMPA.

 - 2.2 Concurrent with execution of this WMPA, Wholesale Market Participant shall provide Transmission Provider with copies of any and all agreements pursuant to which CEC agrees to grant to the Wholesale Market Participant rights as described in Section 2.1 of this Schedule F.

 - 2.3 In the event that any of the CEC facilities used to provide interconnection of the Wholesale Market Participant become unavailable for any reason to carry energy produced by the Wholesale Market Participant's Facility to and across the Point of Interconnection as shown on Schedule A, the Wholesale Market Participant's rights to interconnect under this WMPA, and thus Wholesale Market Participant's rights to inject energy into the Transmission Provider's Transmission System as set forth in Section 2 of the Specifications above, will be suspended for the duration of such unavailability, and Transmission Provider and Transmission Owner shall incur no liability to Wholesale Market Participant in connection with such suspension.

 - 2.4 In the event that CEC ceases operations at its facility where the Wholesale Market Participant's Facility is located, or removes from service any of the electrical facilities on which Wholesale Market Participant's interconnection hereunder depends, it shall be Wholesale Market Participant's responsibility to acquire and install, or to obtain rights to utilize, any facilities necessary to enable Wholesale Market Participant to deliver energy produced by the Wholesale Market Participant's Facility to and across the Point of Interconnection as shown on Schedule A of this WMPA.

Attachment B

**Amended WMPA
Service Agreement No. 6367 (marked)**

(PJM Queue #AF2-250)

WHOLESALE MARKET PARTICIPATION AGREEMENT

Among

PJM INTERCONNECTION, L.L.C.

And

~~KUMQUAT & CITRON CLEANTECH LLC~~

ERINDALE ENERGY, LLC

And

DELMARVA POWER & LIGHT COMPANY

WHOLESALE MARKET PARTICIPATION AGREEMENT

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

And

~~**Kumquat & Citron Cleantech LLC**~~

ERINDALE ENERGY, LLC

And

**Delmarva Power & Light Company
(PJM Queue Position #AF2-250)**

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”), ~~Kumquat & Citron Cleantech~~ Erindale Energy, LLC (“Wholesale Market Participant”) and Delmarva Power & Light Company (“Transmission Owner” or “DPL”) (referred to individually as “Party” or collectively as “the Parties”). [This WMPA modifies Original Service Agreement No. 6367, which was filed with and accepted by the Commission in Docket No. ER22-1107-000 effective January 26, 2022.](#)

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 Choptank Electric Cooperative (“CEC”) 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:

~~Kumquat & Citron Cleantech LLC~~

~~8 The Green Suite #6018
Dover, DE 19901~~
[Erindale Energy, LLC](#)
Attn: ~~Eyup Taymur~~[Stefan Forker](#)
[10675 E. Pleasant Pasture Dr.](#)
[Tucson, AZ 85747](#)
[Phone: 310-463-5769](#)
Email: ~~etaymur@temopower.com~~sf@yenergypartners.com

~~Phone: 732-647-8685~~

Transmission Owner:

Delmarva Power and Light Company/ Pepco Holdings
Mail Stop #79NC58
P.O. Box 9239 (US Mail) 401 Eagle Run Road (overnight mail)
Newark, DE 19714-9239 (US Mail) Newark, DE 19702 (overnight)
Attn: Manager, Interconnection and System Studies
Email: Interconnections@Pepcoholdings.com
Phone: (302) 283-5734

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 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 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.
- 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 Substantial Site work completed.** On or before April 30, 2022, Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before July 31, 2022, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before September 20, 2023, 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.
- 3.1.3 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.
- 3.1.4 Interconnection Agreement.** On or before April 30, 2021, Wholesale Market Participant must enter into an Interconnection Agreement with Choptank Electric Cooperative in order to effectuate the WMPA. This WMPA shall automatically terminate upon the termination of the two-party Interconnection Agreement between the Wholesale Market Participant and Choptank Electric Cooperative.

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 #AF2-250)

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

By: /s/ ~~Jason Shoemaker~~ ~~Manager, Interconnections Project~~ 1/26/2022

Name	Title	Date

Printed name of signer: ~~Jason Shoemaker~~

INTENTIONALLY LEFT BLANK – SEE CONSENT TO ASSIGNMENT AND AGREEMENT TO AMEND SIGNED BY THE PARTIES ON APRIL 6, 2022

Wholesale Market Participant: ~~Kumquat & Citron Cleantech~~ Erindale Energy, LLC

By: /s/ ~~Eyup Taymur~~ ~~Chairman & CEO~~ 12/16/2020

Name	Title	Date

Printed name of signer: ~~Eyup Taymur~~

INTENTIONALLY LEFT BLANK – SEE CONSENT TO ASSIGNMENT AND AGREEMENT TO AMEND SIGNED BY THE PARTIES ON APRIL 6, 2022

Transmission Owner: **Delmarva Power & Light Company**

By: /s/ ~~David Weaver~~ ~~Vice President Transmission Strategy~~ 1/26/2022

Name	Title	Date

Printed name of signer: ~~David Weaver~~

INTENTIONALLY LEFT BLANK – SEE CONSENT TO ASSIGNMENT AND AGREEMENT TO AMEND SIGNED BY THE PARTIES ON APRIL 6, 2022

**SPECIFICATIONS FOR
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

And

~~**Kumquat & Citron Cleantech LLC**~~

Erindale Energy, LLC

And

**Delmarva Power & Light Company
(PJM Queue Position # AF2-250)**

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

a. Name of Participant Facility:

Kumquat Solar

b. Location of Participant Facility:

GPS Coordinates: 38.4317950, -75.5836590
Wicomico County, MD

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 1.95 MW

d. Description of the equipment configuration:

Solar photovoltaic inverters in parallel, stepped up to 12.47 kV via underground collection cables and project collector substation

2.0 Rights for Generation Wholesale Market Participant

2.1 Capacity Interconnection Rights:

Pursuant to and subject to the applicable terms of the Tariff, the Wholesale Market Participant shall have Capacity Interconnection Rights at the Point(s) of Interconnection specified in this Wholesale Market Participation Agreement in the amount of 1.1 MW commencing June 1, 2023. During the time period from the effective date of this WMPA until May 31, 2023 (the “interim time period”), the Wholesale Market Participant may be awarded interim Capacity Interconnection Rights in an amount not to exceed 1.1 MW. The availability and amount of such interim Capacity Interconnection Rights shall be dependent upon completion and

results of an interim deliverability study. Any interim Capacity Interconnection Rights awarded during the interim time period shall terminate on May 31, 2023.

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.

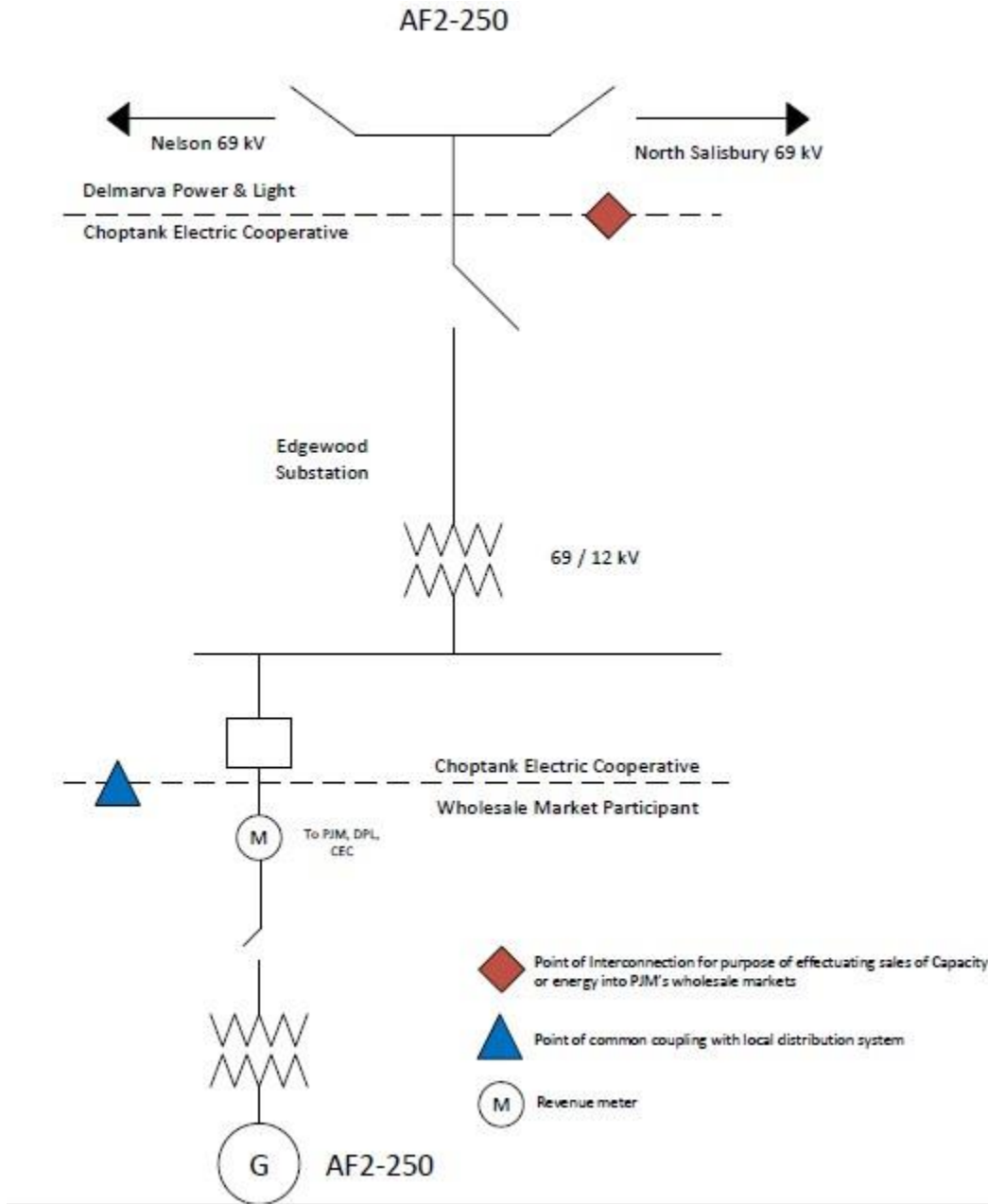
3.0 Ownership and Location of Metering Equipment. The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

SINGLE-LINE DIAGRAM



SCHEDULE B

LIST OF METERING EQUIPMENT

Wholesale Market Participant shall be responsible for the installation of metering and telemetry at the point of common coupling (as shown in Schedule A) between the Wholesale Market Participant's Facility and the CEC system as required by PJM Manuals M-01 and M14D. CEC and the Wholesale Market Participant will collectively determine meter ownership.

Wholesale Market Participant shall make its metering data at the point of common coupling available to CEC, or its affiliate, via telemetry for use by CEC and Transmission Owner for balancing, settlement and audit purposes. Wholesale Market Participant may purchase and install its own backup metering.

SCHEDULE C

LIST OF LOCAL/NETWORK UPGRADES

Not Required.

SCHEDULE D

APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS

“Pepco Holdings, Inc. (PHI) Power Delivery Technical Considerations Covering Parallel Operations of Customer Owned Generation Interconnected with the PHI Power Delivery System,” dated October 13, 2016.

“Operations and Modifications Requirements of Atlantic City Electric Company, Delmarva Power & Light Company, Potomac Electric Power Company (Pepco) – Companies of Pepco Holdings, Inc.,” dated October 10, 2011.

The above documents are available on the PJM website. To the extent that these Applicable Technical Requirements and Standards conflict with the terms and conditions of the Tariff or any other provision of this WMPA, the Tariff and/or this WMPA shall control.

<https://pjm.com/-/media/planning/plan-standards/private-dpl/phi-technical-considerations-for-generation-parallel-operations.ashx?la=en>

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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 2016-36, 2016-25 I.R.B. (6/20/2016) (the "IRS Notice"). Wholesale Market Participant agrees to conform with all requirements of the safe harbor provisions specified in the IRS Notice, 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

1. Nothing in this WMPA provides any rights with regard to the use of the distribution facilities owned, operated, and maintained by CEC.

2. The Point of Interconnection (for the purpose of effectuating sales of energy into PJM's wholesale markets) under this WMPA is physically located at a point where the Transmission Owner's facilities are connected to facilities owned by CEC, to which Wholesale Market Participant's facilities are or will be interconnected. Therefore, the Parties acknowledge and agree that interconnection of the Wholesale Market Participant under this WMPA depends upon the physical availability of, and Wholesale Market Participant's right to utilize, the CEC facilities and the interconnection of the CEC facilities with those of the Wholesale Market Participant and the Transmission Owner. Accordingly, the following shall apply:
 - 2.1 Wholesale Market Participant shall obtain CEC agreement allowing Wholesale Market Participant to utilize the CEC facilities to transport energy produced by the Wholesale Market Participant's Facility to the Point of Interconnection as shown on Schedule A of this WMPA.

 - 2.2 Concurrent with execution of this WMPA, Wholesale Market Participant shall provide Transmission Provider with copies of any and all agreements pursuant to which CEC agrees to grant to the Wholesale Market Participant rights as described in Section 2.1 of this Schedule F.

 - 2.3 In the event that any of the CEC facilities used to provide interconnection of the Wholesale Market Participant become unavailable for any reason to carry energy produced by the Wholesale Market Participant's Facility to and across the Point of Interconnection as shown on Schedule A, the Wholesale Market Participant's rights to interconnect under this WMPA, and thus Wholesale Market Participant's rights to inject energy into the Transmission Provider's Transmission System as set forth in Section 2 of the Specifications above, will be suspended for the duration of such unavailability, and Transmission Provider and Transmission Owner shall incur no liability to Wholesale Market Participant in connection with such suspension.

 - 2.4 In the event that CEC ceases operations at its facility where the Wholesale Market Participant's Facility is located, or removes from service any of the electrical facilities on which Wholesale Market Participant's interconnection hereunder depends, it shall be Wholesale Market Participant's responsibility to acquire and install, or to obtain rights to utilize, any facilities necessary to enable Wholesale Market Participant to deliver energy produced by the Wholesale Market Participant's Facility to and across the Point of Interconnection as shown on Schedule A of this WMPA.

Attachment C

Executed Consent to Assignment Agreement

CONSENT TO ASSIGNMENT AND AGREEMENT TO AMEND

By and Among
PJM Interconnection, L.L.C.
And
Kumquat & Citron Cleantech LLC
And
Erindale Energy, LLC
And
Delmarva Power & Light Company
(PJM Queue Position #AF2-250)

This Consent to Assignment Agreement and Agreement to Amend (“Assignment and Agreement to Amend”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), Kumquat & Citron Cleantech LLC (“Wholesale Market Participant”), Erindale Energy, LLC (“Assignee”), and Delmarva Power & Light Company (“Transmission Owner” or “DPL”) (each a “Party,” and collectively, the “Parties”).

WHEREAS, PJM, Wholesale Market Participant, and Transmission Owner are parties to the following service agreement(s) (the “Assigned Agreement(s)”); filed with the Federal Energy Regulatory Commission in Docket No. ER22-1107-000, designated as follows:

Type of Service Agreement(s)	Service Agreement Number	Parties to the Agreement	Effective Date
WMPA	6367	PJM Interconnection, L.L.C.; Kumquat & Citron Cleantech LLC; Delmarva Power & Light Company	January 26, 2021

WHEREAS, Wholesale Market Participant desires to assign all of its rights and delegate all its duties under the Assigned Agreement(s) to Assignee, and Assignee desires to accept such assignment and delegation (the “Assignment”); and

WHEREAS, Wholesale Market Participant and Assignee desire that PJM and Transmission Owner provide written consent to the Assignment prior to the effective date of the Assignment (“Assignment Date”), and PJM and Transmission Owner desire to provide such written consent.

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

- 1.0 Consistent with the terms and conditions of the Assigned Agreement(s), PJM and Transmission Owner hereby consent to the assignment by Wholesale Market Participant to Assignee of the Assigned Agreement(s).
- 2.0 The granting of consent by PJM and Transmission Owner to the Assignment does not alter or diminish the rights of PJM or Transmission Owner under the Assigned Agreement(s).
- 3.0 Wholesale Market Participant and Assignee represent and warrant that, as of the Assignment Date, Assignee shall have the technical and operational competence to comply with the requirements of the Assigned Agreement(s).
- 4.0 Wholesale Market Participant represents and warrants that, as of the date it executes this Assignment and Agreement to Amend, no default exists in the performance of its obligations under the Assigned Agreement(s) and Wholesale Market Participant has obtained all required legal and regulatory authorizations to transfer the facilities subject to the Assigned Agreement(s).
- 5.0 Upon the Assignment Date, Assignee shall assume all rights, duties, and obligations of Wholesale Market Participant arising under the Assigned Agreement(s), and Wholesale Market Participant shall be relieved and discharged from all duties and obligations arising under the Assigned Agreement(s).
- 6.0 Except as provided herein, this Assignment and Agreement to Amend is neither a modification of nor an amendment to the Assigned Agreement(s). No terms or conditions set forth in this Assignment and Agreement to Amend are intended to be interpreted as contrary to, or inconsistent with the terms and conditions of the Assigned Agreement(s), including appendices, where applicable. To the extent there are any conflicts between this Assignment and Agreement to Amend and the Assigned Agreement(s), including any appendices, the Assigned Agreement(s), including appendices, shall prevail.
- 7.0 This Assignment and Agreement to Amend may not be amended, modified, assigned, or waived other than by a writing signed by all the Parties.
- 8.0 Within 5 business days of the closing date of the transaction or other event that results in the Assignment becoming effective, Interconnection Customer or Assignee shall provide PJM with: (i) written notification of the actual Assignment Date and any other written documentation PJM may reasonably request that demonstrates proof of the closing of the transaction or occurrence of other event resulting in the Assignment becoming effective; and (ii) the name and contact information of the person(s) to whom notifications regarding the Assigned Agreement(s) should be made after the Assignment Date.
- 9.0 The Parties acknowledge that the Assigned Agreement(s) must be amended to reflect the Assignment. The Parties therefore agree, upon occurrence of the Assignment Date or in anticipation thereof, to amend the Assigned Agreement(s) as necessary to reflect the Assignment; and that this Assignment and Agreement to Amend constitutes the written instrument required by the Assigned Agreement(s) for amendments thereto. Specifically,

the Parties hereby agree to amend the Service Agreement by making the specified changes listed in Appendix A hereto and the amendments will not change the effective date of the Assigned Agreement(s), unless otherwise agreed to by the Parties.

PJM shall file with the Federal Energy Regulatory Commission for acceptance or, if conforming, report in PJM's Electric Quarterly Reports the amended Assigned Agreement(s). The Parties agree to take any and all actions as may be necessary to effectuate the amendments to the Assigned Agreement(s) and to facilitate PJM's timely filing of the amended Assigned Agreement(s). The Parties authorize PJM to file the amended Assigned Agreement(s) with the Commission without the necessity of additional signatures from Wholesale Market Participant and Transmission Owner.

- 10.0 In the event PJM does not receive notification pursuant to Section 8.0 of this Assignment and Agreement to Amend within 180 days from its effective date, this Assignment and Agreement to Amend shall terminate, and all rights and obligations under this Assignment and Agreement to Amend shall extinguish, on the date that is 180 days from the effective date of this Assignment and Agreement to Amend.
- 11.0 This Assignment and Agreement to Amend and all of its provisions are binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.
- 12.0 Any notice or request made to or by any of the Parties regarding this Assignment and Agreement to Amend, shall be made to the representative of the other Parties as indicated below:

Transmission Provider

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

Wholesale Market Participant

Kumquat & Citron Cleantech LLC
8 The Green Suite #6018
Dover, DE 19901
Attn: Eyup Taymur
Email: etaymur@temopower.com
Phone: 732-647-8685

Assignee

Erindale Energy, LLC
Attn: Stefan Forker
10675 E. Pleasant Pasture Dr.
Tucson, AZ 85747
Phone: 310-463-5769
Email: sf@yenergypartners.com

Transmission Owner

Delmarva Power and Light Company/ Pepco Holdings
Mail Stop #79NC58 P.O. Box 9239 (US Mail) 401 Eagle Run Road (overnight mail)
Newark, DE 19714-9239 (US Mail) Newark, DE 19702 (overnight)
Attn: Manager, Interconnection and System Studies
Email: Interconnections@Pepcoholdings.com
Phone: (302) 283-5734

- 13.0 This Assignment and 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Assignment and Agreement to Amend, which shall become effective on the date that it is fully executed by all Parties, 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 that company and have actual and/or apparent authority to bind the respective company to this Assignment and Agreement to Amend.

(PJM Queue Position #AF2-250)

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

By: Augustine Caven Mgr. Infrastructure Coord. 4/6/2022
Name Title Date
Printed name of signer: Augustine Caven
DocuSigned by: Augustine Caven
A297C9F67213444...

Wholesale Market Participant: Kumquat & Citron Cleantech LLC

By: Eyup Taymur CEO 4/1/2022
Name Title Date
Printed name of signer: Eyup Taymur
DocuSigned by: Eyup Taymur
E78EB8B5D6774A4...

Assignee: Erindale Energy, LLC

By: Stefan Forker Managing Member, Y Energy, LLC, as authorized representative 4/4/2022
Name Title Date
Printed name of signer: Stefan Forker
DocuSigned by: Stefan Forker
20AF5E53E3AC4C5...

Transmission Owner: Delmarva Power & Light Company

By: David Weaver VP Transmission Strategy 4/5/2022
Name Title Date
Printed name of signer: David Weaver
DocuSigned by: David Weaver
0DDDEC4127CE45E...

APPENDIX A

Section Changed	Changed From	Changed To	Explanation
WMPA Title Page, First Page, Specifications section first page, Execution Page	References to Kumquat & Citron Cleantech LLC	References to Erindale Energy, LLC	Name of Wholesale Market Participant revised to reflect Wholesale Market Participant's assignment of all of its rights and delegation of all of its duties under the Assigned Agreement to Assignee.
Section 1.0	Paragraph stating: 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"), Kumquat & Citron Cleantech LLC ("Wholesale Market Participant") and Delmarva Power & Light Company ("Transmission Owner" or "DPL") (referred to individually as "Party" or collectively as "the Parties").	Paragraph stating: 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"), Erindale Energy, LLC ("Wholesale Market Participant") and Delmarva Power & Light Company ("Transmission Owner" or "DPL") (referred to individually as "Party" or collectively as "the Parties"). This WMPA modifies Original Service Agreement No. 6367, which was filed	Sentence added to reflect the fact the Service Agreement is being modified by the Agreement to Amend.

		with and accepted by the Commission in Docket No. ER22-1107-000 effective January 26, 2022.	
Section 2.0	Kumquat & Citron Cleantech LLC 8 The Green Suite #6018 Dover, DE 19901 Attn: Eyup Taymur Email: etaymur@temopower.com Phone: 732-647-8685	Erindale Energy, LLC Attn: Stefan Forker 10675 E. Pleasant Pasture Dr. Tucson, AZ 85747 Phone: 310-463-5769 Email: sf@yenergypartners.com	Updating contact information for Wholesale Market Participant with Assignee's information.
Execution Page	Signatures and execution date of agreement.	Statement that this has been intentionally left blank and reference to this Consent to Assignment and Agreement to Amend added.	Revisions made to reference to Consent to Assignment and Agreement to Amend Agreement.

