

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.  
Docket No. ER20-2737-000

Issued: October 22, 2020

David S. Berman  
Wright & Talisman, P.C.  
1200 G Street, NW, Suite 600  
Washington, DC 20005

Reference: Original Interconnection Service Agreement No. 5728 and Notice of Cancellation of Wholesale Market Participant Agreement No. 3318

On August 25, 2020, you filed, on behalf of PJM Interconnection, L.L.C. (PJM), an executed Interconnection Service Agreement (ISA) among PJM, GSRP Project Holdings II, LLC (GSRP), and Public Service Electric and Gas Company (PSE&G) (collectively, the Parties), designated as Service Agreement No. 5728 (GSRP ISA), and a notice of cancellation of the Wholesale Market Participation Agreement (WMPA) between the Parties, designated as Service Agreement No. 3318 (GSRP WMPA).<sup>1</sup> You state that the GSRP ISA facilitates the interconnection of the Owens Corning Solar facility located in Gloucester Township, New Jersey to the PJM transmission system. You also state that the GSRP ISA contains terms and conditions that do not conform to the form of ISA set forth in Attachment O of the PJM Open Access Transmission Tariff, contains a schedule of charges, and supersedes the GSRP WMPA.

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 July 31, 2020, as requested.

The filing was noticed on August 25, 2020, with comments, interventions and protests due on or before September 15, 2020. Pursuant to Rule 214 (18 C.F.R. § 385.214), to the extent that any timely filed motions to intervene and any motion to

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<sup>1</sup> PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 3318](#), [PJM SA No. 3318 Among PJM, GRSP II, and PSE&G, 4.0.0](#) [PJM SA No. 5728](#), [PJM SA No. 5728 among PJM, GSRP II and PSE&G, 0.0.0](#).

Docket No. ER20-2737-000

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intervene out-of-time were filed before the issuance date of this order, such interventions are granted. Granting late interventions at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties.

This acceptance for filing shall not be construed as constituting approval of the referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in your filing; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance 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.

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

Document Content(s)

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1200 G Street, N.W., Suite 600  
Washington, D.C. 20005-3898  
Phone: 202.393.1200  
Fax: 202.393.1240  
wrightlaw.com

August 25, 2020

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. ER20-2737-000  
Original ISA, SA No. 5728; Queue No. AF1-264; and  
Notice of Cancellation of WMPA, SA No. 3318; Queue No. X3-075*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act,<sup>1</sup> part 35 of the Federal Energy Regulatory Commission's ("Commission") regulations,<sup>2</sup> and Part VI of the PJM Interconnection, L.L.C. ("PJM") Open Access Transmission Tariff ("Tariff"), PJM submits for filing an executed Interconnection Service Agreement ("ISA") among PJM as Transmission Provider, GSRP Project Holdings II, LLC ("GSRP") as Interconnection Customer, and Public Service Electric and Gas Company ("PSE&G") as Interconnected Transmission Owner, designated as Original Service Agreement No. 5728.<sup>3</sup> PJM also

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<sup>1</sup> 16 U.S.C. § 824d.

<sup>2</sup> 18 C.F.R. part 35.

<sup>3</sup> Interconnection Service Agreement By and Among PJM Interconnection, L.L.C. And GSRP Project Holdings II, LLC And Public Service Electric and Gas Company ("GSRP ISA"). A copy of the GSRP ISA is included as Attachment A. Additionally, because the ISA filed electronically with this transmittal letter contains electronic signatures and not the parties' original signatures, a copy of the sheet containing the original signatures is included in Attachment B hereto. Attachment B also contains initialed pages showing the parties' agreement to certain changes to the GSRP ISA that were made after this agreement was executed. Capitalized terms not defined herein have the meaning set forth in the Tariff or in the GSRP ISA.

submits a cancellation of the executed Wholesale Market Participation Agreement (“WMPA”) between the same parties, designated as Service Agreement No. 3318.<sup>4</sup>

As explained in more detail below, PJM is filing the GSRP ISA because it contains terms and conditions that do not conform to the form of ISA set forth in Tariff, Attachment O (“ISA Form”), and contains a Schedule of Charges. The nonconforming provisions and Schedule of Charges are shown in redline format in Attachment C to this transmittal letter, and are explained below. PJM requests an effective date of July 31, 2020, for the GSRP ISA, as well as for the cancellation of the GSRP WMPA.

## **I. DESCRIPTION OF THE GSRP ISA**

The GSRP ISA is associated with the PJM Queue No. AF1-264 Interconnection Request and facilitates the interconnection of the North American Solar facility to the PJM Transmission System.<sup>5</sup> The Customer Facility is a solar-powered generating facility located in Gloucester Township, New Jersey, that has a Maximum Facility Output of 3 megawatts (“MW”).<sup>6</sup>

Section 1.0 states the GSRP ISA supersedes the GRSP WMPA, as well as a separate Operations Coordination and Interconnection Agreement between GRSP and PSE&G.<sup>7</sup> Sections 6.1-6.4 establishes the project milestone applicable to the ISA. Section 12.0 establishes the applicable power factor requirement for the Customer Facility. Portions of this provision are nonconforming, as further explained below.

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<sup>4</sup> Wholesale Market Participation Agreement By And Among PJM Interconnection, L.L.C., GSRP Project Holdings II, LLC And Public Service Electric and Gas Company (“GSRP WMPA”). The GSRP WMPA was accepted by the Commission in *PJM Interconnection, L.L.C.*, Letter Order, Assignment of Service Agreements Nos. 3147 and 3318, Docket No. ER20-1649-000 (June 22, 2020).

<sup>5</sup> GSRP ISA, Specifications section 1.0(a).

<sup>6</sup> *Id.*, Specifications sections 1.0(b)-(c).

<sup>7</sup> PJM is not a party to the Operations Coordination and Interconnection Agreement.

Specifications section 2.1 states GSRP will have 1.3 MW of Capacity Interconnection Rights commencing June 1, 2023. This amount of Capacity Interconnection Rights will be available to GSRP on an interim basis from the ISA's July 31, 2020 effective date through May 31, 2023. Specifications sections 3.0(a)(1) and 3.0(b) indicate that there are no Customer Interconnection Facilities or Transmission Owner Interconnection Facilities required in connection with the PJM Queue No. AF1-264 Interconnection Request. Similarly, Specifications sections 4.1 through 4.5 of the GSRP ISA indicate that there are no charges for any Attachment Facilities or Network Upgrades associated with the ISA. Section 5.0 and Specifications section 4.6 of the GSRP ISA state that no security is required.

Schedule E sets forth a Schedule of Charges. The Appendices and Schedules cover sheet and Schedule J have nonconforming language stating "[Reserved]" rather than the name of the service set forth in ISA Form. These provisions are addressed below.<sup>8</sup>

## **II. NONCONFORMING PROVISIONS AND SCHEDULE OF CHARGES**

### ***A. Nonconforming Provisions***

As noted above, the GSRP ISA contains provisions that do not conform to the ISA Form. First, Section 12.0 of the GSRP ISA states:

The results of the System Impact Study require that, for the safety or reliability of the Transmission System, the Generation Interconnection Customer shall design its non-synchronous Customer Facility with the ability to maintain a power factor of at least 0.95 leading to 0.95 lagging measured at the Point of Interconnection.

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<sup>8</sup> The GSRP ISA also contains Appendices 1 and 2. Appendix 1 contains the definitions from section 1 of the Tariff. Appendix 2 contains the standard terms and conditions that are set forth in the ISA Form. The appendices attached to the GSRP ISA were compiled from a version of the Tariff in effect as of the ISA's effective date.

The language is nonconforming, because section 12.0 does not contain provisions addressing the existing capacity at the Customer Facility. Although nonconforming, this power factor reflects the fact that power factor requirements were not specified for the GSRP Facility in the GSRP WMPA. The Commission has previously accepted use of nonconforming power requirements in such situations, and should do so again here.<sup>9</sup>

Additionally, in the Appendices and Schedules cover sheet, and in Schedule J, the name of the Schedule J Service “Schedule of Terms And Conditions for Surplus Interconnection Service” has been replaced with “[Reserved].” This is because this service is not currently offered under the Tariff. The use of this nonconforming language adds clarity, does not affect the rights or obligations of any Party to this agreement, and will not affect reliability. The Commission has accepted other ISAs with similar nonconforming provisions and should do the same here.<sup>10</sup>

***B. Schedule of Charges***

Schedule E to the GSRP ISA contains a Schedule of Charges describing the Administration, Metering, Telemetering, and Operations & Maintenance Charges, if any, that the Interconnection Customer will pay to the Interconnected Transmission Owner for operation, maintenance, and repair relative to the interconnection. Such charges are permitted by the ISA Form, Appendix 2, section 10.1, and the GSRP ISA, Appendix 2,

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<sup>9</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Original Service Agreement No. 5612, Docket No. ER20-1528-000 (June 5, 2020); *PJM Interconnection, L.L.C.*, Letter Order, Revised Interconnection Service Agreement, Docket No. ER19-1300-000 (May 3, 2019); *PJM Interconnection, L.L.C.*, Letter Order, Interconnection Service Agreements, Docket No. ER17-2157-000 (Sept. 14, 2017).

<sup>10</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Second Revised Interconnection Service Agreement No. 5481, Docket No. ER20-2185-000 (Aug. 12, 2020); *PJM Interconnection, L.L.C.*, Letter Order, Original Interconnection Service Agreement No. 5662, Docket No. ER20-2033-000 (July 30, 2020).

section 10.1. These charges will be assessed on the Interconnection Customer on an as-needed basis, and will consist of actual costs. The Commission has accepted ISAs with similar provisions,<sup>11</sup> and likewise should accept them here.

### **III. NOTICE OF CANCELLATION OF GSRP WMPA**

PJM hereby notifies the Commission that the GSRP WMPA is being cancelled effective as of July 31, 2020, consistent with the effective date of the GSRP ISA. To the extent the Commission considers this filing to be a notice of cancellation of the GSRP WMPA, PJM requests waiver of the Commission's 60-day prior notice requirement specified in section 35.15 of the Commission's regulations<sup>12</sup> to allow this requested effective date. Authorizing this effective date will allow the termination of the GSRP WMPA to become effective on the same date it is superseded by the GSRP ISA. The Commission has granted waivers of its prior notice requirements in similar circumstances,<sup>13</sup> and PJM respectfully requests that it do the same here.

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<sup>11</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Executed Interconnection Service Agreement and Executed Interconnection Construction Service Agreement, Docket No. ER20-1003-000 (Apr. 3, 2020); *PJM Interconnection, L.L.C.*, Letter Order, Revised Interconnection Service Agreement, Docket No. ER19-1300-000 (May 3, 2019); *PJM Interconnection, L.L.C.*, Letter Order, Original Interconnection Service Agreement No. 5286, Docket No. ER19-1133-000 (Apr. 9, 2019).

<sup>12</sup> See 18 C.F.R. § 35.15; see also 18 C.F.R. § 35.15(a) ("For good cause shown, the Commission may by order provide that the notice of cancellation or termination shall be effective as of a date prior to the date of filing or prior to the date the filing would become effective in accordance with these rules.").

<sup>13</sup> See *PJM Interconnection, L.L.C.*, Letter Order, Interconnection Service Agreement, Docket No. ER19-2792-000 (Nov. 5, 2019); *PJM Interconnection, L.L.C.*, Original Interconnection Service Agreement No. 5382 and a Notice of Cancellation of Service Agreement No. 3333, Docket No. ER19-2039-000 (July 30, 2019); *PJM Interconnection, L.L.C.*, Letter Order, Interconnection Service Agreement and Notice of Cancellation, Docket No. ER16-1626-000 (June 22, 2016); *PJM Interconnection, L.L.C.*, Letter Order, Interconnection Service Agreements and Notices of Cancellation, Docket No. ER16-1519-000 (June 15, 2016).



#### **IV. WAIVER AND EFFECTIVE DATE**

PJM requests an effective date of July 31, 2020, for the GSRP ISA. This requested effective date is appropriate because the GSRP ISA is being filed within 30 days of the commencement of service under the agreement.<sup>14</sup> PJM also requests an effective date of July 31, 2020 for the GSRP WMPA cancellation, and requests any necessary waivers of the Commission's prior notice requirements, for the reasons stated above.

#### **V. DOCUMENTS ENCLOSED**

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

1. Attachment A: GSRP ISA, Original Service Agreement No. 5728;
2. Attachment B: Copy of Sheets Containing Original Signatures and Initialed Pages to the GSRP ISA; and
3. Attachment C: Redlined Pages Showing the Nonconforming Language and Schedule of Charges in the GSRP ISA.

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<sup>14</sup> See 18 C.F.R. § 35.3(a)(2).

## **VI. 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:<sup>15</sup>

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](mailto:craig.glazer@pjm.com)

Wendy B. Warren  
David S. Berman  
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](mailto:warren@wrightlaw.com)  
[berman@wrightlaw.com](mailto:berman@wrightlaw.com)

Jeanine S. Watson  
Senior Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Boulevard  
Audubon, PA 19403  
610-666-4438 (phone)  
610-716-9558 (cell)  
610-666-8211 (fax)  
[jeanine.watson@pjm.com](mailto:jeanine.watson@pjm.com)

## **VII. SERVICE**

PJM has served a copy of this filing on GSRP, PSE&G, and the affected state regulatory commissions within the PJM Region.

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<sup>15</sup> 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.

## VIII. CONCLUSION

For the foregoing reasons, PJM respectfully requests that the Commission accept the GSRP ISA for filing effective July 31, 2020, and accept the notice of cancellation for the GSRP WMPA, also effective as of July 31, 2020.

Respectfully submitted,

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](mailto:craig.glazer@pjm.com)

Jeanine S. Watson  
Senior Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Boulevard  
Audubon, PA 19403  
610-666-4438 (phone)  
610-716-9558 (cell)  
610-666-8211 (fax)  
[jeanine.watson@pjm.com](mailto:jeanine.watson@pjm.com)

/s/ David S. Berman  
Wendy B. Warren  
David S. Berman  
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](mailto:warren@wrightlaw.com)  
[berman@wrightlaw.com](mailto:berman@wrightlaw.com)

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

FEDERAL ENERGY REGULATORY COMMISSION  
WASHINGTON, D.C. 20426

OFFICE OF ENERGY MARKET REGULATION

PJM Interconnection, L.L.C.  
Docket No. ER20-1649-000

Issued: June 22, 2020

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

Reference: Assignment of Service Agreement Nos. 3147 and 3318

On April 24, 2020, you filed, on behalf of PJM Interconnection, L.L.C. (PJM), two amended Wholesale Market Participation Agreements (Amended WMPAs) to reflect the assignment of two generator facilities from GSRP Project Holdings I, LLC to GSRP Project Holdings II, LLC, as effectuated by the Consent to Assignment Agreement executed by the parties to the Amended WMPAs.<sup>1</sup> You explain that the Amended WMPAs are revised to: (1) assign the rights and responsibilities under the WMPAs to the assignees, and (2) add the parties' company names to the signature pages. You state that all other terms and conditions of the original WMPAs remain the same.

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, as requested.

The filing was noticed on April 24, 2020, with comments, interventions, and protests due on or before May 15, 2020. Pursuant to Rule 214 (18 C.F.R. § 385.214), to the extent that any timely filed motions to intervene and any motion to intervene out-of-time were filed before the issuance date of this order, such interventions are granted. Granting late interventions at this stage of the proceeding will not disrupt the proceeding or place additional burdens on existing parties.

This acceptance for filing shall not be construed as constituting approval of the

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<sup>1</sup> PJM Interconnection, L.L.C., PJM Service Agreements Tariff, [PJM SA No. 3147](#), [PJM SA No. 3147 Among PJM, GRSP II and PSE&G, 4.0.0](#) and [PJM SA No. 3318](#), [PJM SA No. 3318 Among PJM, GRSP II, and PSE&G, 4.0.0](#).

referenced filing or of any rate, charge, classification, or any rule, regulation, or practice affecting such rate or service contained in your filing; nor shall such acceptance be deemed as recognition of any claimed contractual right or obligation associated therewith; and such acceptance 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.

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

Document Content(s)

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April 24, 2020

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. ER20-1649-000  
Assignment of Service Agreement No. 3147, Queue No. W4-103  
Assignment of Service Agreement No. 3318, Queue No. X3-075*

Dear Secretary Bose:

Pursuant to section 205 of the Federal Power Act (“FPA”),<sup>1</sup> and part 35 of the regulations of the Federal Energy Regulatory Commission (“Commission” or “FERC”),<sup>2</sup> PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”) submits for filing two (2) amended Wholesale Market Participation Agreements (“WMPA”) for assignment (each an “Assigned WMPA” and, collectively, the “Assigned WMPAs”) and requests each Assigned WMPA remain effective as of the date accepted by the Commission in each Assigned WMPA’s respective docket, detailed below in this letter.

#### **I. PROPOSED REVISIONS TO ASSIGNED WHOLESALE MARKET PARTICIPATION AGREEMENTS**

The proposed revisions reflect the assignment of two (2) generator facilities from GSRP Project Holdings I, LLC (“GSRP I”) to GSRP Project Holdings II, LLC (“GSRP II”) , as effectuated by the attached Consent to Assignment Agreement (“CAA”) executed by the parties to the Assigned WMPAs and the assignees outlined below. PJM is submitting the Assigned

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<sup>1</sup> 16 U.S.C. § 824d.

<sup>2</sup> 18 C.F.R. Part 35.

WMPAs for filing pursuant to the Commission’s rules and regulations that require a change to “any of the provisions of a . . . service agreement required to be on file with this Commission . . . [to] be filed as a change in rate.”<sup>3</sup>

The Assigned WMPAs are substantively the same as the WMPAs submitted to the Commission in their respective dockets, except that the Assigned WMPAs are revised to reflect the parties’ agreement to: (1) assign the rights and responsibilities under the WMPAs to the assignees, and (2) add the parties’ company names to the signature pages.

Specifically, the Assigned WMPAs include redline revisions to: (1) the title page; (2) party caption; (3) first paragraph; (4) section 2.0; (5) the signature page; and (6) the first page of the specifications, to reflect the newly assigned wholesale market participant. The authorized signatures set forth in the attached CAA serve as the parties’ acceptance of the rights and responsibilities under the Assigned WMPAs.

PJM proposes the above assignment modifications to the following Agreements:

1. Wholesale Market Participation Agreement among PJM, GSRP I and Public Service Electric and Gas Company (Service Agreement No. 3147, Queue No. W4-103) effective August 27, 2015<sup>4</sup> to GSRP Project Holdings II, LLC.
2. Wholesale Market Participation Agreement among PJM, GSRP I and Public Service Electric and Gas Company (Service Agreement No. 3318, Queue No. X3-075) effective June 4, 2014<sup>5</sup> to GSRP Project Holdings II, LLC.

Except for the revisions specified above, all other terms and conditions of the original WMPAs previously accepted by the Commission remain the same.

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<sup>3</sup> 18 C.F.R § 35.1(c).

<sup>4</sup> *PJM Interconnection, L.L.C.*, Letter Order, Second Revised WMPA SA No. 3147, Docket No. ER15-2612-000 (Oct. 2, 2015); *PJM Interconnection, L.L.C.*, Letter Order, Amendment to 5 WMPAs, SA Nos. 3147, 3318, 3524, 4083, 3094, Docket No. ER19-1190-000 (Apr. 16, 2019).

<sup>5</sup> *PJM Interconnection, L.L.C.*, Letter Order, Amendment to WMPA No. 3318, Docket No. ER17-266-000 (Nov. 29, 2016); *PJM Interconnection, L.L.C.*, Letter Order, Amendment to 5 WMPAs, SA Nos. 3147, 3318, 3524, 4083, 3094, Docket No. ER19-1190-000 (Apr. 16, 2019).



## **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 enclosed Assigned WMPAs. Additionally, PJM requests a waiver of the Commission's 60-day prior notice requirement to allow each of the Assigned WMPAs to remain effective as of the date accepted by the Commission in each Assigned WMPA's respective docket, detailed in this letter. Good cause exists to grant the requested waiver because the substance of the Assigned WMPAs was previously accepted by the Commission and any changes authorized by the parties pursuant to the CAA are ministerial.

## **II. DOCUMENTS ENCLOSED**

PJM encloses the following:

1. This Transmittal Letter;
2. Attachment A: Unexecuted Assigned WMPAs (Marked) – Service Agreement Nos. 3147 and 3318;
3. Attachment B: Unexecuted Assigned WMPAs (Clean) – Service Agreement Nos. 3147 and 3318; and
4. Attachment C: Executed Consent to Assignment Agreement.

## **III. SERVICE**

Copies of this filing have been served upon the Interconnection Customer, Interconnected Transmission Owner, and the state utility regulatory commissions within the PJM region.

#### **IV. 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, the following:

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  
Elizabeth P. Trinkle  
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  
trinkle@wrightlaw.com

Steven R. Pincus  
Associate General Counsel  
Office of General Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd  
Audubon, PA 19403-2497  
(610) 666-4370  
steven.pincus@pjm.com

**V. CONCLUSION**

For the foregoing reasons, PJM respectfully requests that the Commission accept the Assigned WMPAs for filing.

Respectfully submitted,

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

/s/ Elizabeth P. Trinkle  
Wendy B. Warren  
Elizabeth P. Trinkle  
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  
trinkle@wrightlaw.com

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

Steven R. Pincus  
Associate General Counsel  
Office of General Counsel  
PJM Interconnection, L.L.C.  
2750 Monroe Blvd  
Audubon, PA 19403-2497  
(610) 666-4370  
steven.pincus@pjm.com

## **Attachment A**

**Unexecuted Assigned WMPAs (Marked),  
Service Agreement Nos. 3147 and 3318**

**Service Agreement No. 3147 (Marked)**

(PJM Queue #W4-103)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

**PJM INTERCONNECTION, L.L.C.**

**And**

**GSRP Project Holdings II, LLC**

**And**

**Public Service Electric and Gas Company**

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
GSRP Project Holdings II, LLC  
And  
Public Service Electric and Gas Company  
(PJM Queue Position #W4-103)**

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”), GSRP Project Holdings II, LLC (“Wholesale Market Participant”) and Public Service Electric and Gas Company (“Transmission Owner” or “PSE&G”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA supersedes the WMPA among PJM Interconnection, L.L.C., North American Solar Corporation and Public Service Electric and Gas Company filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER14-1811-000, effective April 3, 2014, and designated as First Revised Service Agreement No. 3147.

**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:

GSRP Project Holdings II, LLC  
c/o The Renewable Power Group of Goldman Sachs Asset Management, L.P.  
200 West Street, 3rd Floor  
New York, NY 10282  
Attn: Patrick McAlpine  
Email: [Patrick.mcalpine@gs.com](mailto:Patrick.mcalpine@gs.com)

With copies to:

Goldman Sachs Asset Management, L.P.  
200 West Street, 15th Floor  
New York, NY 10282  
Attn: General Counsel

Transmission Owner:

Public Service Electric and Gas Company  
80 Park Plaza, T-5G  
Newark, NJ 07102-4194  
Attn: Sheree Kelly

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**

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.

### **2.6.3 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**

**3.1 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 15, 2016 Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

**3.1.2 Commercial Operation.** (i) On or before August 15, 2016, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before August 31, 2016, 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 December 1, 2011, 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.

See Schedule F to this WMPA.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials.

(PJM Queue #W4-103)

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

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By: See Consent to Assignment Agreement executed by the parties effective ~~November 29, 2018~~ February 26, 2020

Name	Title	Date
------	-------	------

Printed name of signer: \_\_\_\_\_

Wholesale Market Participant: **GSRP Project Holdings I, LLC**

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By: See Consent to Assignment Agreement executed by the parties effective ~~February 26, 2020~~ November 29, 2018

Name	Title	Date
------	-------	------

Printed name of signer: \_\_\_\_\_

Transmission Owner: **Public Service Electric and Gas Company**

Intentionally Left Blank

By: See Consent to Assignment Agreement executed by the parties effective ~~February 26, 2020~~ November 29, 2018

Name	Title	Date
------	-------	------

Printed name of signer: \_\_\_\_\_

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT**

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

**And**

**GSRP Project Holdings II, LLC**

**And**

**Public Service Electric and Gas Company  
(PJM Queue Position #W4-103)**

**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:

North American Solar

b. Location of Participant Facility:

46 Gilbert Road, Springfield Township, Burlington County, New Jersey

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 7 MW

d. Description of the equipment configuration:

Solar project consisting of 7-1 MW Satcon Power Gate Plus 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 2.66 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

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.

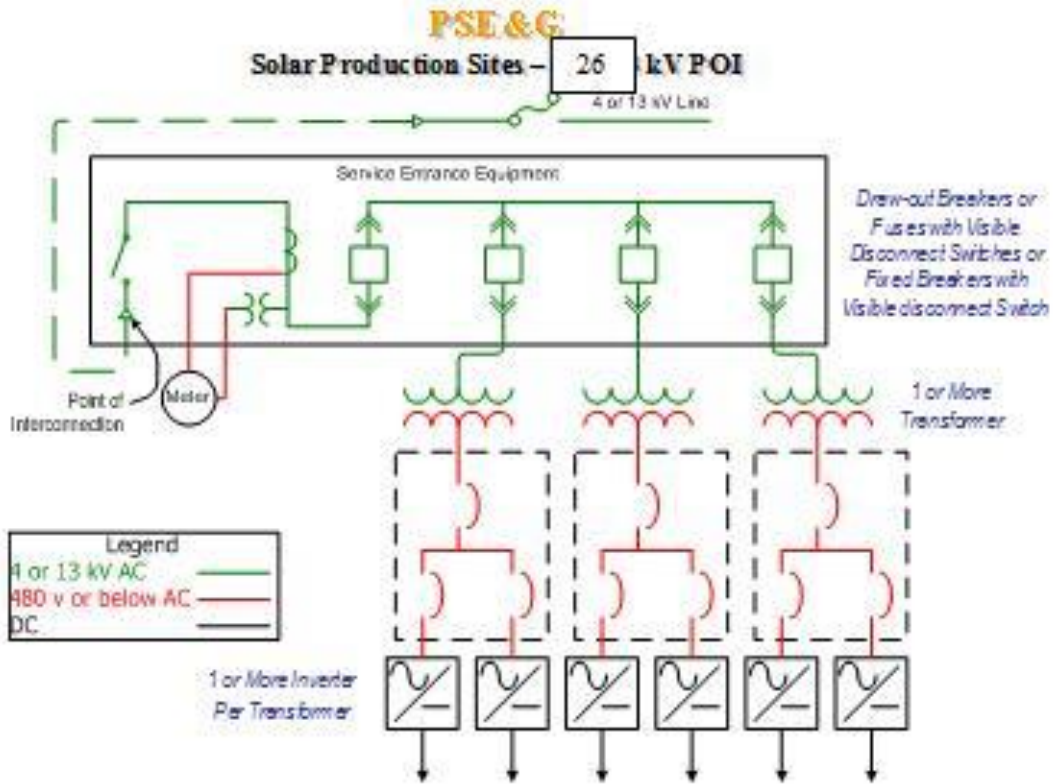
**3.0 Ownership and Location of Metering Equipment.** The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

PSE&G will install the revenue metering at the Wholesale Market Participant's termination substation as shown in Schedule A.

The Wholesale Market Participant is responsible for installing equipment assuring that the following real time data is transmitted to PJM as per Manual 14D

- a. Instantaneous net MW for the plant.
- b. Instantaneous net MVAR for the plant.

The Wholesale Market Participant is responsible for installing equipment assuring the following non real-time data is transmitted to PJM as per Manual 14D

- a. Hourly compensated MWh delivered by the plant.
- b. Hourly compensated MWh received by the plant.
- c. Hourly compensated MVARh delivered by the plant.
- d. Hourly compensated MVARh received by the plant.

The equipment required for this installation is a phone circuit such that PSE&G can dial up the meter to retrieve the data and then submit it to PJM.

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.

**SCHEDULE D**

**APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**

Not Required.

**SCHEDULE E**

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

Not Required.

## **SCHEDULE F**

### **SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

Wholesale Market Participant entered suspension on April 1, 2012 for a period of three years, concluding on April 1, 2015 (the "April 2012 Suspension"). Accordingly, the Parties agree to modify the terms set forth in section 3.1 of this WMPA to reflect that the April 2012 Suspension used all suspension rights available to the Wholesale Market Participant pursuant to this WMPA, and that there shall be no further suspension rights available to the Wholesale Market Participant pursuant to this WMPA.

**Service Agreement No. 3318 (Marked)**

(PJM Queue #X3-075)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

**PJM INTERCONNECTION, L.L.C.**

**And**

**GSRP PROJECT HOLDINGS II, LLC**

**And**

**PUBLIC SERVICE ELECTRIC AND GAS COMPANY**



**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
GSRP Project Holdings II, LLC  
And  
Public Service Electric and Gas Company  
(PJM Queue Position #X3-075)**

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”), GSRP Project Holdings II, LLC (“Wholesale Market Participant” or “GSRP Project Holdings”) and Public Service Electric and Gas Company (“Transmission Owner” or “PSE&G”). This WMPA supersedes the WMPA among PJM Interconnection, L.L.C., PVNavigator, LLC and Public Service Electric and Gas Company effective date May 1, 2012, Original Service Agreement No. 3318, Docket No. ER12-1771-000.

**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 or Part VI, Article 1 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 or request made by any party regarding this WMPA shall be made, consistent with the terms of Subpart B of the Tariff, to the representatives of the other parties.

Transmission Provider:

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

Wholesale Market Participant:

GSRP Project Holdings II, LLC  
c/o The Renewable Power Group of Goldman Sachs Asset Management, L.P.  
200 West Street, 3rd Floor  
New York, NY 10282

Attn: Patrick McAlpine  
Email: [Patrick.mcalpine@gs.com](mailto:Patrick.mcalpine@gs.com)

With copies to:

Goldman Sachs Asset Management, L.P.  
200 West Street, 15th Floor  
New York, NY 10282  
Attn: General Counsel

Transmission Owner:  
Public Service Electric and Gas Company  
80 Park Plaza  
Newark, NJ 07101  
Attn: Sheree Kelly

- 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 20.1.2 in Attachment O-1 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.

### **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.
- 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 February 28, 2014  
Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before June 1, 2014, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before June 15, 2014, 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 June 30, 2013, Wholesale Market Participant must enter into an Interconnection Agreement with the Interconnected Transmission Owner in order to effectuate the WMPA.

**3.1.5 Local, county and state site permits.** Interconnection Customer must obtain all necessary local, county and state site permits by August 31, 2013.

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 Interconnected Transmission Owner or (ii) the Interconnected 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 Interconnected 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 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.

(PJM Queue #X3-075)

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

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By: See Consent to Assignment Agreement executed by the parties effective February 26, 2020  
December 21, 2018

Name

Title

Date

Printed name of signer: \_\_\_\_\_

Wholesale Market Participant: **GSRP Project Holdings I, LLC**

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By: See Consent to Assignment Agreement executed by the parties effective February 26, 2020  
December 21, 2018

Name

Title

Date

Printed name of signer: \_\_\_\_\_

Transmission Owner: **Public Service Electric and Gas Company**

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By: See Consent to Assignment Agreement executed by the parties effective February 26, 2020  
December 21, 2018

Name

Title

Date

Printed name of signer: \_\_\_\_\_

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT  
By and Among  
PJM INTERCONNECTION, L.L.C.  
And  
GSRP PROJECT HOLDINGS II, LLC  
And  
PUBLIC SERVICE ELECTRIC AND GAS COMPANY  
(PJM Queue Position #X3-075)**

**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:

Owens Corning Solar

b. Location of Participant Facility:

300 Somerdale Road, Gloucester Township, Gloucester County, New Jersey

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 3.0 MW

d. Description of the equipment configuration:

Solar project consisting of sufficient solar panels to deliver 3.0 MW to the system.

**2.0 Rights for Generation Wholesale Market Participant**

2.1 **Energy Resource:** The Participant Facility described in Section 1.0 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.

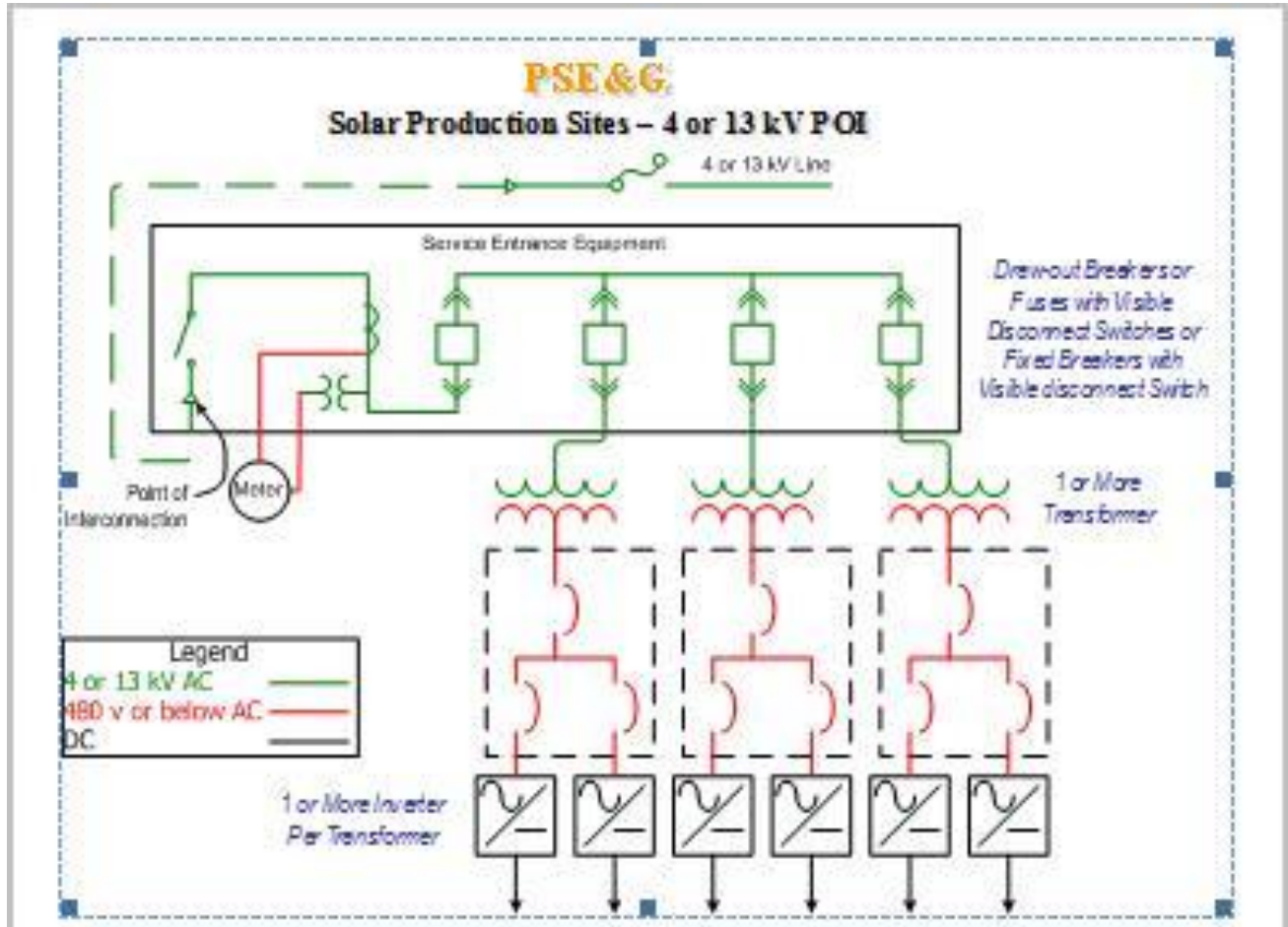
**SCHEDULES:**

- **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**

**PSE&G will install the revenue metering at the Wholesale Market Participant's termination substation as shown in Schedule A.**

**The Wholesale Market Participant is responsible for installing equipment assuring that the following real time data is transmitted to PJM as per Manual 14D**

- a. Instantaneous net MW for the plant.**
- b. Instantaneous net MVAR for the plant.**

**The Wholesale Market Participant is responsible for installing equipment assuring the following non real-time data is transmitted to PJM as per Manual 14D**

- a. Hourly compensated MWh delivered by the plant.**
- b. Hourly compensated MWh received by the plant.**
- c. Hourly compensated MVARh delivered by the plant.**
- d. Hourly compensated MVARh received by the plant.**

The equipment required for this installation is a phone circuit such that PSE&G can dial up the meter to retrieve the data and then submit it to PJM.

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.

**SCHEDULE D**

**APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**

Not Required.

**SCHEDULE E**

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

Not Required.

**SCHEDULE F**

**SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

Not Required.

## **Attachment B**

**Unexecuted Assigned WMPAs (Clean),  
Service Agreement Nos. 3147 and 3318**

## **Service Agreement No. 3147 (Clean)**



(PJM Queue #W4-103)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

**PJM INTERCONNECTION, L.L.C.**

**And**

**GSRP Project Holdings II, LLC**

**And**

**Public Service Electric and Gas Company**

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
GSRP Project Holdings II, LLC  
And  
Public Service Electric and Gas Company  
(PJM Queue Position #W4-103)**

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”), GSRP Project Holdings II, LLC (“Wholesale Market Participant”) and Public Service Electric and Gas Company (“Transmission Owner” or “PSE&G”) (referred to individually as “Party” or collectively as “the Parties”). This WMPA supersedes the WMPA among PJM Interconnection, L.L.C., North American Solar Corporation and Public Service Electric and Gas Company filed with and accepted by the Federal Energy Regulatory Commission in Docket No. ER14-1811-000, effective April 3, 2014, and designated as First Revised Service Agreement No. 3147.

**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:

GSRP Project Holdings II, LLC  
c/o The Renewable Power Group of Goldman Sachs Asset Management, L.P.  
200 West Street, 3rd Floor  
New York, NY 10282  
Attn: Patrick McAlpine  
Email: [Patrick.mcalpine@gs.com](mailto:Patrick.mcalpine@gs.com)

With copies to:

Goldman Sachs Asset Management, L.P.  
200 West Street, 15th Floor  
New York, NY 10282  
Attn: General Counsel

Transmission Owner:

Public Service Electric and Gas Company  
80 Park Plaza, T-5G  
Newark, NJ 07102-4194  
Attn: Sheree Kelly

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**

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.

### **2.6.3 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**

**3.1 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 15, 2016 Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.

**3.1.2 Commercial Operation.** (i) On or before August 15, 2016, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before August 31, 2016, 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 December 1, 2011, 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.

See Schedule F to this WMPA.

IN WITNESS WHEREOF, Transmission Provider, Wholesale Market Participant and Transmission Owner have caused this WMPA to be executed by their respective authorized officials.

(PJM Queue #W4-103)

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

Intentionally Left Blank

By: See Consent to Assignment Agreement executed by the parties effective February 26, 2020

Name

Title

Date

Printed name of signer: \_\_\_\_\_

Wholesale Market Participant: **GSRP Project Holdings I, LLC**

Intentionally Left Blank

By: See Consent to Assignment Agreement executed by the parties effective February 26, 2020

Name

Title

Date

Printed name of signer: \_\_\_\_\_

Transmission Owner: **Public Service Electric and Gas Company**

Intentionally Left Blank

By: See Consent to Assignment Agreement executed by the parties effective February 26, 2020

Name

Title

Date

Printed name of signer: \_\_\_\_\_



**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT  
By and Among  
PJM INTERCONNECTION, L.L.C.  
And  
GSRP Project Holdings II, LLC  
And  
Public Service Electric and Gas Company  
(PJM Queue Position #W4-103)**

**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:

North American Solar

b. Location of Participant Facility:

46 Gilbert Road, Springfield Township, Burlington County, New Jersey

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 7 MW

d. Description of the equipment configuration:

Solar project consisting of 7-1 MW Satcon Power Gate Plus 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 2.66 MW; provided however, nothing in this WMPA provides any rights with regard to the use of distribution facilities.

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

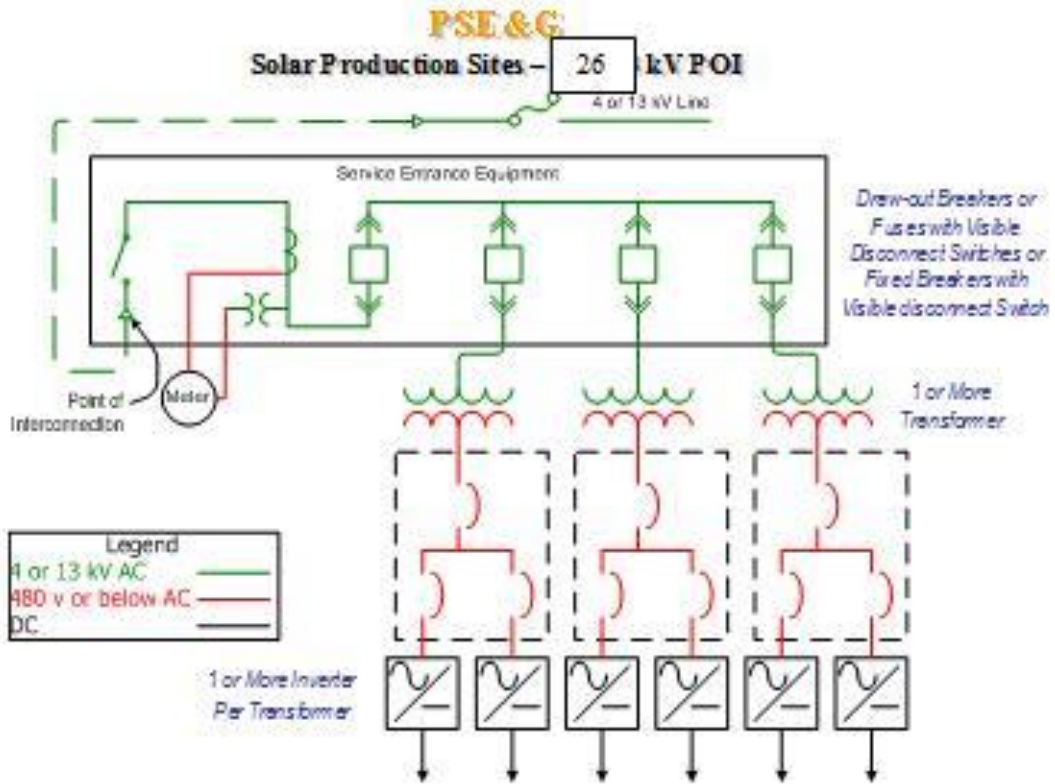
the Participant Facility shall be an Energy Resource. Pursuant to this WMPA, the Wholesale Market Participant may sell energy into PJM's markets in an amount equal to the Participant Facility's Maximum Facility Output indicated in Section 1.0c of the Specifications for this WMPA. PJM reserves the right 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**

PSE&G will install the revenue metering at the Wholesale Market Participant's termination substation as shown in Schedule A.

The Wholesale Market Participant is responsible for installing equipment assuring that the following real time data is transmitted to PJM as per Manual 14D

- a. Instantaneous net MW for the plant.
- b. Instantaneous net MVAR for the plant.

The Wholesale Market Participant is responsible for installing equipment assuring the following non real-time data is transmitted to PJM as per Manual 14D

- a. Hourly compensated MWh delivered by the plant.
- b. Hourly compensated MWh received by the plant.
- c. Hourly compensated MVARh delivered by the plant.
- d. Hourly compensated MVARh received by the plant.

The equipment required for this installation is a phone circuit such that PSE&G can dial up the meter to retrieve the data and then submit it to PJM.

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.

**SCHEDULE D**

**APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**

Not Required.

**SCHEDULE E**

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

Not Required.



## **SCHEDULE F**

### **SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

Wholesale Market Participant entered suspension on April 1, 2012 for a period of three years, concluding on April 1, 2015 (the "April 2012 Suspension"). Accordingly, the Parties agree to modify the terms set forth in section 3.1 of this WMPA to reflect that the April 2012 Suspension used all suspension rights available to the Wholesale Market Participant pursuant to this WMPA, and that there shall be no further suspension rights available to the Wholesale Market Participant pursuant to this WMPA.

## **Service Agreement No. 3318 (Clean)**

(PJM Queue #X3-075)

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**Among**

**PJM INTERCONNECTION, L.L.C.**

**And**

**GSRP PROJECT HOLDINGS II, LLC**

**And**

**PUBLIC SERVICE ELECTRIC AND GAS COMPANY**

**WHOLESALE MARKET PARTICIPATION AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
And  
GSRP Project Holdings II, LLC  
And  
Public Service Electric and Gas Company  
(PJM Queue Position #X3-075)**

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”), GSRP Project Holdings II, LLC (“Wholesale Market Participant” or “GSRP Project Holdings”) and Public Service Electric and Gas Company (“Transmission Owner” or “PSE&G”). This WMPA supersedes the WMPA among PJM Interconnection, L.L.C., PVNavigator, LLC and Public Service Electric and Gas Company effective date May 1, 2012, Original Service Agreement No. 3318, Docket No. ER12-1771-000.

**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 or Part VI, Article 1 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 or request made by any party regarding this WMPA shall be made, consistent with the terms of Subpart B of the Tariff, to the representatives of the other parties.

Transmission Provider:

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

Wholesale Market Participant:

GSRP Project Holdings II, LLC  
c/o The Renewable Power Group of Goldman Sachs Asset Management, L.P.  
200 West Street, 3rd Floor  
New York, NY 10282

Attn: Patrick McAlpine  
Email: [Patrick.mcalpine@gs.com](mailto:Patrick.mcalpine@gs.com)

With copies to:

Goldman Sachs Asset Management, L.P.  
200 West Street, 15th Floor  
New York, NY 10282  
Attn: General Counsel

Transmission Owner:  
Public Service Electric and Gas Company  
80 Park Plaza  
Newark, NJ 07101  
Attn: Sheree Kelly

- 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 20.1.2 in Attachment O-1 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.

### **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.
- 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 February 28, 2014  
Wholesale Market Participant must demonstrate completion of at least 20% of project site construction.
- 3.1.2 Commercial Operation.** (i) On or before June 1, 2014, Wholesale Market Participant must demonstrate commercial operation of all generating units; (ii) On or before June 15, 2014, 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 June 30, 2013, Wholesale Market Participant must enter into an Interconnection Agreement with the Interconnected Transmission Owner in order to effectuate the WMPA.

**3.1.5 Local, county and state site permits.** Interconnection Customer must obtain all necessary local, county and state site permits by August 31, 2013.

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 Interconnected Transmission Owner or (ii) the Interconnected 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 Interconnected 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 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.

(PJM Queue #X3-075)

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

Intentionally Left Blank

By: See Consent to Assignment Agreement executed by the parties effective February 26, 2020

Name

Title

Date

Printed name of signer: \_\_\_\_\_

Wholesale Market Participant: **GSRP Project Holdings I, LLC**

Intentionally Left Blank

By: See Consent to Assignment Agreement executed by the parties effective February 26, 2020

Name

Title

Date

Printed name of signer: \_\_\_\_\_

Transmission Owner: **Public Service Electric and Gas Company**

Intentionally Left Blank

By: See Consent to Assignment Agreement executed by the parties effective February 26, 2020

Name

Title

Date

Printed name of signer: \_\_\_\_\_

**SPECIFICATIONS FOR  
WHOLESALE MARKET PARTICIPATION AGREEMENT  
By and Among  
PJM INTERCONNECTION, L.L.C.  
And  
GSRP PROJECT HOLDINGS II, LLC  
And  
PUBLIC SERVICE ELECTRIC AND GAS COMPANY  
(PJM Queue Position #X3-075)**

**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:

Owens Corning Solar

b. Location of Participant Facility:

300 Somerdale Road, Gloucester Township, Gloucester County, New Jersey

c. Size in megawatts of Participant Facility:

Maximum Facility Output of 3.0 MW

d. Description of the equipment configuration:

Solar project consisting of sufficient solar panels to deliver 3.0 MW to the system.

**2.0 Rights for Generation Wholesale Market Participant**

2.1 **Energy Resource:** The Participant Facility described in Section 1.0 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.

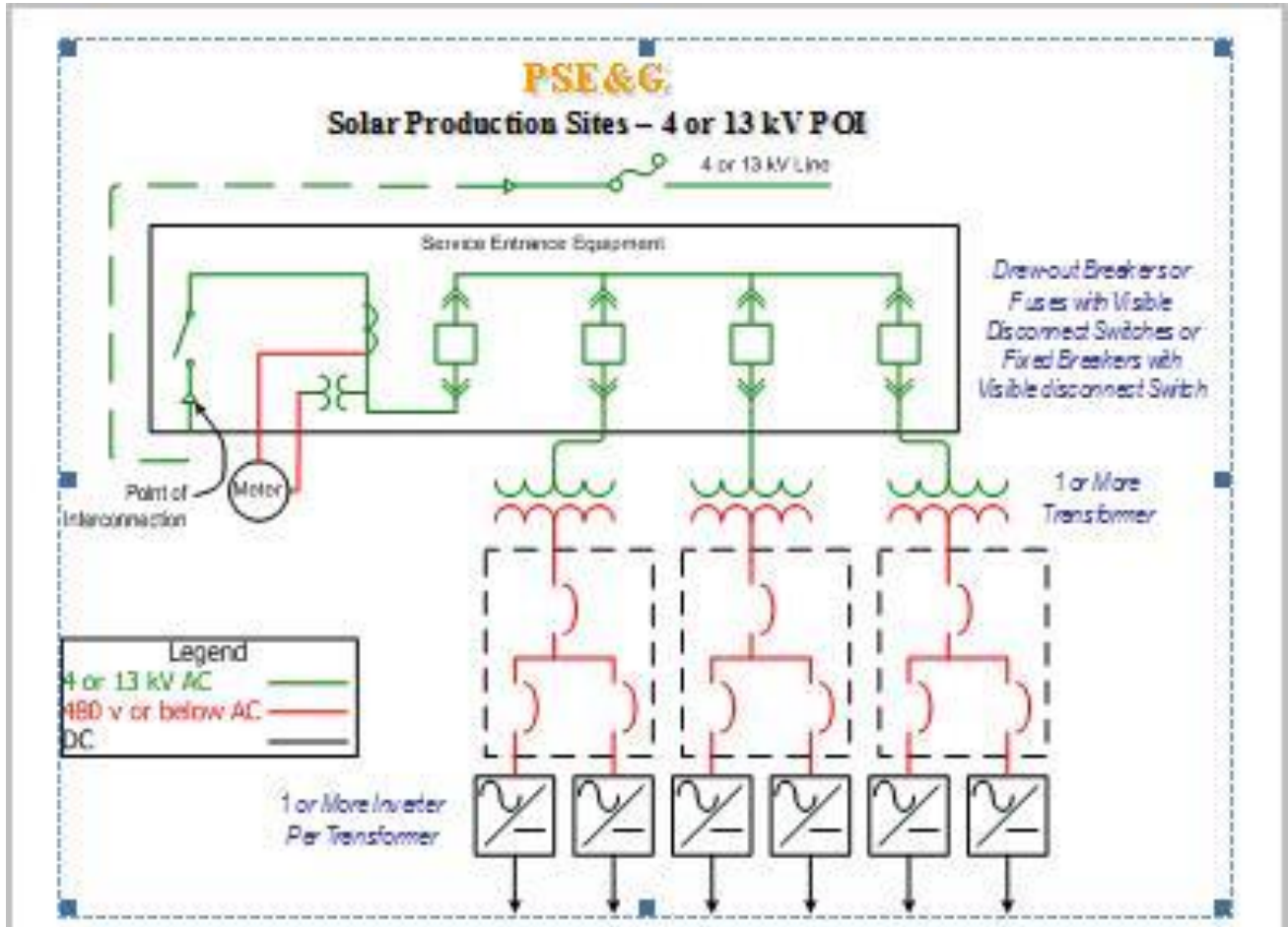
**3.0 Ownership and Location of Metering Equipment.** The metering equipment to be constructed, the capability of the metering equipment to be constructed, and the ownership thereof, as required for the Wholesale Transactions shall be identified on the attached Schedule B to this WMPA, and provided consistent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

**PSE&G will install the revenue metering at the Wholesale Market Participant's termination substation as shown in Schedule A.**

**The Wholesale Market Participant is responsible for installing equipment assuring that the following real time data is transmitted to PJM as per Manual 14D**

- a. Instantaneous net MW for the plant.**
- b. Instantaneous net MVAR for the plant.**

**The Wholesale Market Participant is responsible for installing equipment assuring the following non real-time data is transmitted to PJM as per Manual 14D**

- a. Hourly compensated MWh delivered by the plant.**
- b. Hourly compensated MWh received by the plant.**
- c. Hourly compensated MVARh delivered by the plant.**
- d. Hourly compensated MVARh received by the plant.**

The equipment required for this installation is a phone circuit such that PSE&G can dial up the meter to retrieve the data and then submit it to PJM.

**SCHEDULE C**

**LIST OF LOCAL/NETWORK UPGRADES**

Not Required.

**SCHEDULE D**

**APPLICABLE TECHNICAL REQUIREMENTS AND STANDARDS**

Not Required.

**SCHEDULE E**

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

Not Required.



**SCHEDULE F**

**SCHEDULE OF NON-STANDARD TERMS & CONDITIONS**

Not Required.

## **Attachment C**

### **Executed Consent to Assignment Agreement**

**CONSENT TO ASSIGNMENT AGREEMENT**

**By and Among  
PJM Interconnection, L.L.C.  
and  
GSRP Project Holdings I, LLC  
and  
GSRP Project Holdings II, LLC  
and  
Public Service Electric and Gas Company  
(PJM Queue Position #s W4-103 & X3-075)**

This Consent to Assignment Agreement (“Consent Agreement”) is entered into by and among PJM Interconnection, L.L.C. (“PJM” or “Transmission Provider”), GSRP Project Holdings I, LLC (“Wholesale Market Participant”), GSRP Project Holdings II, LLC (“Assignee”), and Public Service Electric and Gas Company (Interconnected Transmission Owner) (each a “Party,” and collectively, the “Parties”).

WHEREAS, PJM, Wholesale Market Participant, and Interconnected Transmission Owner are parties to that certain service agreements (“Service Agreements”, filed with the Federal Energy Regulatory Commission, which are designated as follows (the “Assigned Agreement(s)”);

<b>Type of Service Agreement</b>	<b>Queue No.</b>	<b>Service Agreement No.</b>	<b>Parties</b>	<b>Docket No. or EQR</b>	<b>Effective Date</b>
Wholesale Market Participation Agreement (“WMPA”)	W4-103	3147	PJM GSRP Project I and PSE&G	ER19-1190-000	August 27, 2015
WMPA	X3-075	3318	PJM GSRP Project I and PSE&G	ER19-1190-000	June 4, 2014

WHEREAS, with effect from the date this Consent Agreement is fully executed by all Parties (the “Consent Date”), Customers 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 Interconnected Transmission Owner provide written consent to the Assignment effective as of January 30, 2020, (“Assignment Date”), and PJM and Interconnected 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 Interconnected 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 Interconnected Transmission Owner to the Assignment does not alter or diminish the rights of PJM or Interconnected 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 Consent Date, 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 This Consent Agreement is neither a modification of nor an amendment to the Assigned Agreement(s). No terms or conditions set forth in this Consent Agreement 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 Consent Agreement and the Assigned Agreement(s), including any appendices, the Assigned Agreement(s), including appendices, shall prevail.
- 7.0 This Consent Agreement may not be amended, modified, assigned, or waived other than by a writing signed by all the Parties.
- 8.0 Wholesale Market Participant 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 to amend the Assigned Agreement(s) as necessary to reflect the Assignment; and that this Consent Agreement constitutes the written instrument required by the Assigned Agreement(s) for amendments thereto. 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).

- 10.0 In the event PJM does not receive notification pursuant to Section 8.0 of this Consent Agreement within 180 days from the Consent Date, this Consent Agreement shall terminate, and all rights and obligations under this Consent Agreement shall extinguish, on the date that is 180 days from the Consent Date.
- 11.0 This Consent Agreement 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 Consent Agreement, 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**

GSRP Project Holdings I, LLC  
c/o The Renewable Power Group of Goldman Sachs Asset Management, L.P.  
200 West Street, 3rd Floor  
New York, NY 10282  
Attn: Patrick McAlpine  
Email: Patrick.mcalpine@gs.com

With a copy to:

Goldman Sachs Asset Management, L.P.  
200 West Street, 15th Floor  
New York, NY 10282  
Attn: General Counsel

**Assignee**

GSRP Project Holdings II, LLC  
c/o The Renewable Power Group of Goldman Sachs Asset Management, L.P.  
200 West Street, 3rd Floor  
New York, NY 10282  
Attn: Patrick McAlpine  
Email: Patrick.mcalpine@gs.com

With a copy to:

Goldman Sachs Asset Management, L.P.  
200 West Street, 15th Floor  
New York, NY 10282  
Attn: General Counsel

**Interconnected Transmission Owner**  
Public Service Electric and Gas Company  
80 Park Plaza, T-5G  
Newark, NJ 07102-4194  
Attn: Sheree Kelly

- 13.0 This Consent Agreement 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, PJM, Wholesale Market Participant, Assignee, and Interconnected Transmission Owner have caused this Consent Agreement 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 Consent Agreement.

(PJM Queue Position #s W4-103 & X3-075)

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

DocuSigned by:  
By: Mark Sims Manager, Inf. Coordination 2/26/2020  
7AAEA2149 Name Title Date

Printed name of signer: Mark Sims

**Wholesale Market Participant: GSRP Project Holdings I, LLC**

**By: Goldman Sachs Renewable Power Operating Company LLC, its sole member**

**By: Goldman Sachs Asset Management, L.P., as investment manager**

By: [Signature] Authorized Signatory 01/24/2020  
Name Title Date

Printed name of signer: Jon Yoder

**Assignee: GSRP Project Holdings II, LLC**

**By: Goldman Sachs Renewable Power Operating Company LLC, its sole member**

**By: Goldman Sachs Asset Management, L.P., as investment manager**

By: [Signature] Authorized Signatory 01/24/2020  
Name Title Date

Printed name of signer: Jon Yoder

**Interconnected Transmission Owner: Public Service Electric and Gas Company**

DocuSigned by:  
By: Jodi Moskowitz Sr. Director 2/25/2020  
A7846154AF Name Title Date

Printed name of signer: Jodi Moskowitz