DRAFT

REQUEST FOR PROPOSALS

FOR

COMMUNITY-BASED RENEWABLE ENERGY TRANCHE 1

O‘AHU, MAUI AND HAWAI‘I ISLAND

AUGUST 25, 2021

Docket No. 2015-0389

Appendix J – Rule 29 Tariff (Hawaiian Electric)

Hawaiian Electric

Rule No. 29
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PART I: For Projects Sized Less Than 250kW AC

A. AVAILABILITY

Phase 2 ("Phase 2") of the Company's Community-Based Renewable Energy ("CBRE") program ("Program") for CBRE Small Projects (as defined below) is available to residential and commercial customers of the Company[1] ("Customers") as follows:

1. Capacity: Forty-five (45) megawatts (MW) of available capacity ("CBRE Small Projects Phase 2 Capacity") shall be apportioned across the islands of Hawai'i, Maui and O'ahu as follows:

   a. Tranche 1:
      Hawai'i: 7.5 MW
      Maui: 7.5 MW + 0.975 MW transferred from CBRE Phase 1
      O'ahu: 30 MW

   b. Tranche 2[2]:
      Hawai'i: 0 MW
      Maui: 0 MW
      O'ahu: 0 MW

2. Eligibility shall be limited to photovoltaic generation project sizes greater than 4 kW AC and less than 250 kW AC with battery storage strongly recommended, but not required. If battery storage is included in the project, the storage capacity and duration of the output shall be at the discretion of the Subscriber Organization but subject always to the limitations, terms, and obligations of applicable tariff rules. A CBRE project proceeding under this Tariff Rule No. 29 for Phase 2 shall be referred to as a "CBRE Small Project."

3. Interconnection of CBRE Small Projects, including projects with energy storage, shall be subject to the requirements of Rule No. 14H.

[1] The "Company" refers to Hawaiian Electric Company, Inc., Maui Electric Company, Ltd., or Hawaii Electric Light Company, Inc., in their role as "Administrator" of the CBRE Program for the island in which such Company provides electric service to its Customers.

[2] See Order 37879, *Approving the March 30 CBRE Filings, With Modifications*, filed July 27, 2021, by the Commission in Dkt. 2015-0389, which moved all capacity proposed for Tranche 2 into Tranche 1.

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4. CBRE Small Projects may participate in future grid services programs. Such participation shall be subject to the terms, conditions and eligibility requirements of future rulemaking by the State of Hawai'i Public Utilities Commission ("Commission").

5. CBRE Small Projects may participate in future non-wires alternatives opportunities in locations that help defer or obviate investments in transmission and distribution infrastructure, and/or that are located in facilities that provide community resilience benefits. Such participation shall be subject to the terms, conditions and eligibility requirements of future rulemaking by the Commission.

B. CUSTOMER PARTICIPATION AND ELIGIBILITY

A Customer who subscribes to a CBRE Phase 2 facility ("Facility"), defined as and herein referred to as a "Subscriber," shall meet the following participation and eligibility requirements:

1. Eligible Customers shall be allowed to acquire, lease, or subscribe to, an interest (an "interest" or "subscription") in the energy output (contract capacity) of any eligible CBRE Small Project on the same island as their service address that is allocated CBRE Phase 2 Program capacity to offset their energy consumption.

2. Eligibility:

   Customer has a current electricity account with the Company and has received service at the same location for which they are requesting participation for at least 3 months at the time of enrollment; and

   Customer is not currently enrolled or participating in Schedule Q, Net Energy Metering, Feed-in Tariff, Standard Interconnection Agreement, Customer Grid Supply, Customer Grid Supply Plus, Smart Export, or Customer Self-Supply tariff program, or similar customer program at the same service location where CBRE participation is requested; and

   Customer is not currently a Subscriber for another CBRE Phase 1 or Phase 2 Facility.

   For the purpose of satisfying a CBRE Facility's Residential Customer Requirement per Part I, Section C.11 below, a Subscriber shall be considered a residential customer if the Subscriber is served under any of the following Company rate schedules: Schedule R, TOU-R, TOU-RI, TOU EV, or any other residential rate option.

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3. Customers shall be required to enter into an appropriate CBRE Subscriber Agreement ("Subscriber Agreement") with a CBRE subscriber organization ("Subscriber Organization"). The Subscriber Agreement shall contain standard information and provisions that ensure transparency and proper consumer protection. The Subscriber Agreement shall include or be supplemented by, at minimum, the following elements:

   a. CBRE Phase 2 Facility and Subscriber Organization information

      i. CBRE Phase 2 Facility name and address;
      ii. CBRE Subscriber Organization and/or owner name, address, website URL, phone number, and email address;
      iii. Subscriber name, address, phone number, and email address; and
      iv. Subscriber's utility name and account number;

   b. Financial Information:

      i. Credit rate ("Credit Rate") and calculation;
      ii. Bill credit mechanism and timing;
      iii. Tax and securities implications;
      iv. Any fees, charges or payments to be made by the participant to enroll or over the life of the contract;
      v. Use of escrow account, if required, or other alternative proposed by Subscriber Organization and approved by the Independent Observer to hold or segregate any pre-development enrollment fees or deposits from Subscribers (with appropriate mechanisms to refund such fees/deposits to Subscribers should the Subscriber Organization not complete its Facility), which shall be released to Subscriber Organization upon commercial operation of the Facility; and
      vi. Transfer, cancellation, termination and/or exit terms and any applicable fees;

   c. The Subscriber Agency Agreement and Consent Form attached hereto as Appendix I, which each Subscriber Organization shall complete with each Subscriber acquiring, leasing, or subscribing to, an interest in such Subscriber Organization's CBRE Facility, permitting the sharing of:

      i. Subscriber's account and energy usage data as required to verify eligibility, determine the appropriate subscription size, and shall not include interval data from advanced metering;

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ii. Subscription information;
iii. Aggregated CBRE Project data and anonymized Subscriber data in response to information requests from the Commission or the State of Hawai‘i Department of Commerce and Consumer Affairs, Division of Consumer Advocacy (“CA”); and
iv. Subscriber data in response to information requests from the Commission or the CA.

d. The standard form disclosure checklist (“Disclosure Checklist”) is attached hereto as Appendix II, which each Subscriber Organization shall complete with each Subscriber acquiring an interest in such Subscriber Organization’s CBRE Facility.

4. Interested Customers shall (a) obtain confirmation of eligibility and appropriate subscription size and (b) apply to enroll into the CBRE Program through the Company’s online portal for the CBRE Program (the “CBRE Portal”). Through the CBRE Portal, Company shall facilitate completion of these tasks, but final approval and enrollment of the Customer into a Subscriber Organization’s CBRE Phase 2 Facility shall rest with such Subscriber Organization.

5. Subscriber’s effective kilowatt (“kW”) alternating current (“AC”) interest in the CBRE Phase 2 Facility shall be calculated based on the Subscriber’s portion of the renewable energy output (contract capacity) of the CBRE Phase 2 Facility multiplied by the total energy output (contract capacity) of the CBRE Phase 2 Facility in kW AC.

6. Subscribers shall be required to acquire a minimum of 1 kW AC. A lower minimum requirement has been set for Low- and Moderate-Income (“LMI”) Subscribers as specified in Part III, Section C.7 herein.

7. Subscribers shall be permitted to acquire a CBRE Program interest equivalent to an expected production of no more than 100% of their historic energy consumption as shown from the Subscriber’s previous 3 to 12 months of prior usage.

a. Company shall use the Subscriber’s average 3 to 12 months of prior usage measured immediately prior to application submission to determine the Subscriber’s previous 3 to 12 months of energy consumption.

b. If Subscriber does not have a 3 month billing history prior to application submission, and there is not 3 months of billing history, including billing history of another customer associated with the Subscriber’s premises, the Company shall use the

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available monthly average consumption multiplied over 12 months in order to generate a proxy average annual consumption. If a Subscriber's available prior usage does not reasonably reflect the Subscriber's predicted usage, the Company will use the most recent usage figures to arrive at a reasonable estimated usage amount.

c. Company and/or Subscriber Organization may adjust, no more than once annually, a Subscriber's CBRE interest in the event that Subscriber's interest is not reasonably correlated to Subscriber's current electricity usage.

8. Subscriber shall maintain, for the duration of their participation in the CBRE Program, an electricity account and service address on the same island as the CBRE Phase 2 Facility in which they are participating.

9. Subscriber may change the premises to which the CBRE Phase 2 Facility generation shall be attributed, as long it is on the same island and meets the eligibility requirements set forth herein. No transfer fee shall be applied.

10. For CBRE Phase 2 Projects using a Pay-As-You-Go model for Subscriber interests:

a. If a Subscriber wishes to terminate their interest in a CBRE Phase 2 Facility, the Subscriber shall either cancel or terminate their subscription with the Subscriber Organization in accordance with the provisions of the Subscriber Agreement.

b. If a Subscriber requests to transfer their interest to another Customer, the Subscriber Organization shall confirm that Customer's eligibility as set forth herein. Any transfer of a Subscriber's Pay-As-You-Go interest in a CBRE Phase 2 Facility must be for at least 50% of such Subscriber's interest. Any payment for the transfer shall be in accordance with the preset repurchase/resale price schedule outlined in the Subscriber Agreement.

i. There shall be no transfer charge/fee if the meter associated with the account remains unchanged.

ii. Any transfer will not be effective until the Subscriber Organization notifies the Administrator of the transfer. For any notice of transfer on or prior to the twentieth (20th) day of any month, such transfer will be effective as of the first (1st) day of that month. For any notice of transfer after the twentieth (20th) day of a month, the transfer will be effective as of the first (1st) day of the next month.

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A "Pay-As-You-Go" model refers to any lease or subscription interest in a CBRE project or its energy output in which a Subscriber does not make any up-front payment (except for fixed administrative or other costs not based on the level of Subscriber's interest) to the Subscriber Organization for Subscriber's interest and instead makes periodic, e.g., monthly, payments to the Subscriber Organization for Subscriber's interest, with such payment to be commensurate with the extent of the Subscriber's interest in the CBRE project.

11. For CBRE Phase 2 Projects using a Pay-Up-Front model for Subscriber interests:

    a. If a Subscriber requests to transfer their interest to another Customer, the Subscriber Organization shall confirm that Customer's eligibility as set forth herein. Any payment for the transfer shall be in accordance with the preset repurchase/resale price schedule outlined in the Subscriber Agreement.

        i. There shall be no transfer charge/fee if the meter associated with the account remains unchanged.

        ii. A transfer shall be for no less than fifty percent (50%) of the selling Subscriber's interest.

        iii. Any transfer will not be effective until the Subscriber Organization notifies the Administrator of the transfer. For any notice of transfer on or prior to the twentieth (20^{th}) day of any month, such transfer will be effective as of the first (1^{st}) day of that month. For any notice of transfer after the twentieth (20^{th}) day of a month, the transfer will be effective as of the first (1^{st}) day of the next month.

    b. If Subscriber requests to sell all or any portion of their Subscription back to the Subscriber Organization, Subscriber Organization shall buy back the interest in accordance with the preset repurchase/resale price schedule outlined in the Subscriber Agreement.

        i. Subscriber Organization shall complete the buy-back of the Subscriber's interest within 30 days of the Subscriber's request.

        ii. Upon completion of a subscription buy-back, the Subscriber Organization shall notify the Company by the last day of the month the transaction was completed. The Company shall confirm such buy-back in the Subscriber database and cease

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CBRE bill credits effective as communicated by the Subscriber Organization on the first day of the month of notification if such transaction was completed on or prior to the twentieth (20^{th}) day of the month. Transactions completed after the twentieth (20^{th}) day of the month will be effective as of the first (1^{st}) day of the next month.

A "Pay-Up-Front" model refers to any asset-type interest in a CBRE project or its energy output where the Subscriber is required to make an up-front payment to the Subscriber Organization for Subscriber's interest and thereafter is not required to make further periodic payments to the Subscriber Organization for Subscriber's interest in the CBRE project.

The descriptions for the Pay-As-You-Go and Pay-Up-Front models are limited to payment models for the interest in the CBRE project offered by the Subscriber Organization and do not include other payments that may be necessary from a Subscriber to the Subscriber Organization, such as operations and maintenance, insurance and other cost items that may be specified in the Subscriber Agreement between Subscriber and Subscriber Organization for a particular CBRE project.

12. Subscriber Organization shall determine the eligibility and permitted size of any transferee's subscription interest by inquiry to the Company electronically through the CBRE Online Portal.

13. Nothing in the Subscriber Agreement shall be deemed to alter or modify any rate schedule, charge, or condition of service established from time to time by the Commission for electric service provided by the Company. All such rates and charges from the Customer's applicable rate schedule shall apply and remain subject to change in accordance with Commission rules.

C. CREDIT RATE

1. Subscribers to a CBRE Program interest shall continue to receive electric service from the Company and shall be billed in accordance with the Company's Rule No. 8, the applicable rate schedule and Company rules filed with the Commission. All rates, terms, and conditions from the applicable rate schedules and Company rules shall continue to apply, except for the adjustments described below.

2. Subscribers shall receive CBRE bill credits applied to their electric bill in accordance with the applicable credit rates ("Credit Rates") for CBRE Phase 2 subscriptions

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purchased or leased by Subscribers for each rate schedule as follows:

Energy Credit Rates for Each Applicable Rate Schedule:

Schedule R, TOU-RI, TOU-R, TOU-EV	15.00 cents per kWh daily
Schedule G, TOU-G	15.00 cents per kWh daily
Schedule J, TOU-J, U, SS, EV-F	15.00 cents per kWh daily
Schedule P	15.00 cents per kWh daily
Schedule DS	15.00 cents per kWh daily
Schedule F	15.00 cents per kWh daily

Credit Rates shall be fixed at the above levels for the term of the Subscriber Agreement unless a Competitive Credit Rate Procurement ("CCRP") is triggered.

The CCRP mechanism will be used when CBRE Phase 2 applications, over a four-month application window, exceed the Tranche 1 capacity or Tranche 2 capacity for each particular island specified in Part I Section A.1 above, in which case, the Tranche 1 credit rate will be dictated by the procurement and the credit rates for Phase 2 Tranche 1 will be capped at Phase 1 credit rates or at the lowest credit rate determined through the CCRP from Tranche 1. Thereafter, the applicable energy credit rates shall be subject to modification by the Commission. The CCRP process is further described in Part I, Section E.5 below.

3. The monthly CBRE bill credit for each Subscriber shall begin to accrue on the first day of the month in which Subscriber completes the purchase or lease of Subscriber's subscription into a CBRE Phase 2 Facility, provided that Subscriber Organization notifies the Administrator of Subscriber's subscription no later than the last calendar day of the month in which Subscriber subscribed into the CBRE Phase 2 Facility. Subscriber's monthly CBRE bill credit shall begin accruing on the first (1^{st}) day of the next month if the purchase or transfer of all or any portion of a Subscriber's Allocation is made after the twentieth (20^{th}) day of the month. The amount of the Subscriber's monthly CBRE bill credit shall be equal to the Subscriber's interest in the energy output of the Facility, multiplied by the Facility's actual energy output, multiplied by the applicable Credit Rate per kilowatt-hour ("kWh").

4. A Subscriber's monthly CBRE bill credit shall be applied to offset eligible charges on the Subscriber's electric bill no earlier than the 15^{th} day of the following month but no later than two billing cycles. Subscribers will see eligible credits on a future bill depending on

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the day their meter is read. Eligible charges on the Subscriber's electric bill shall be all light and power charges.

5. The Subscriber's electric bill cannot be reduced below the sum of the customer charge, the Green Infrastructure Fee, and any other per-customer charge for the customer's applicable rate schedule or the minimum bill applicable in the underlying tariff, whichever is greater.

6. If the Subscriber's monthly CBRE bill credit exceeds the eligible charges, the value of excess credits shall be carried over to the next billing period(s) within the current 12-month period, as a CBRE bill credit and applied to the Subscriber's electric bill(s) subject to Part I Sections C.4 and C.5 above.

7. Reconciliation will be made at the end of every 12-month period by applying the Subscriber's remaining CBRE bill credit to the Subscriber's remaining eligible charges within the 12-month period. Any CBRE bill credit that remains unused at the end of each 12-month period shall be extinguished.

8. If the Subscriber terminates its CBRE service prior to the end of any 12-month period, the Company shall reconcile the remaining CBRE bill credit to remaining eligible charges at the end of the monthly billing period when service was terminated, similar to the reconciliation that would have been performed at the end of the normal 12-month period. Any CBRE bill credit that remains unused shall be extinguished.

9. Compensation for Unsubscribed Energy:

   a. "Unsubscribed Energy" is CBRE Phase 2 Facility output that is not associated with any Subscriber subscription and therefore not allocated to a Subscriber. The designated Subscriber Organization under the Standard Form Contract ("SFC") with the Company shall be compensated for Unsubscribed Energy at the same Credit Rate for Subscribers as described in the SFC except as specified in Part I, Section C.9.b below.

   b. The following shall be effective 6 months from the date of initial commercial operations. Compensation for Unsubscribed Energy shall be as follows:

      For any Facility with more than 15% Unsubscribed Energy, the Credit Rate for compensation for the Unsubscribed Energy for that month shall be discounted by the percentage of energy that is unsubscribed.

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Unsubscribed capacity shall be calculated at the end of the month and applied retroactively to the CBRE Facility when calculating that month's prior Unsubscribed Energy payment.

Table 1 below illustrates the effect of this Unsubscribed Energy provision as applied to a 100kW CBRE Facility eligible for a 15.00 cents/kWh Credit Rate, assuming varying levels of unsubscribed capacity.

Table 1: Illustrative Treatment of Unsubscribed Energy for CBRE Small Projects

Example CBRE Facility Characteristics	
Credit Rate (cents/kWh)	15.00
Facility Capacity (kW)	100

Billing Month	**Subscribed Capacity (kW)**	**Unsubscribed Capacity**	**Unsubscribed Energy Credit Rate (cents/kWh)**
1	25	75%	15.00
2	25	75%	15.00
3	45	55%	15.00
4	65	35%	15.00
5	80	20%	15.00
6	90	10%	15.00
7*	90	10%	15.00
8	90	10%	15.00
9	80	20%	12.00
10	65	35%	9.75
11	75	25%	11.25
12	85	15%	15.00

*Unsubscribed Energy provision becomes applicable

10. A Subscriber Organization shall be required to have a minimum of 4 individual Subscribers per CBRE Facility at all times after the 6-month grace period described below. For a period of 6 months following initial commercial operations, the Subscriber Organization shall incur no payment reduction if it does not have or falls below this minimum number of Subscribers. Effective after 6 months of commercial operations, the following shall be placed into effect for the remainder of the term of the CBRE Facility:

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a. For any CBRE Facility which does not have the minimum 4 individual Subscribers, for any month during the term of its SFC, the unmet percentage of Subscribers to the minimum number of 4 required Subscribers shall reduce the Subscriber Organization's Credit Rate used for compensation for Unsubscribed Energy delivered by such percentage. For example, if a CBRE Small Project has only 3 Subscribers for any given month, the unmet number of Subscribers is 1 and the percentage to the 4 minimum Subscribers required will be 25% and the Subscriber Organization's Credit Rate will be reduced by 25%.

b. If the Subscriber Organization's Unsubscribed Energy for that CBRE Facility is also greater than 15% in such month, the Credit Rate for compensation for Unsubscribed Energy shall be reduced by the sum of the percentage determined from sub-part a. above plus the percentage of Unsubscribed Energy for that month. If the amount of Unsubscribed Energy is less than 5% in any month, any payment reduction shall be calculated as if such Unsubscribed Energy was 5% for such month and if the Subscriber Organization's payment for Unsubscribed Energy is insufficient to offset the calculated payment reduction, the Subscriber Organization shall pay the difference upon demand.

c. If the Subscriber Organization does not have a minimum of 4 individual Subscribers but does not have any Unsubscribed Energy, the Subscriber Organization shall be subject to equivalent liquidated damages as specified below. Continued failure to meet the 4 individual Subscriber threshold under these circumstances by any Subscriber Organization for more than one year shall be construed as an intent to disregard the requirements of this Rule No. 29 and could result in termination and removal from the CBRE Program in accordance with Part I, Section K.3.

   Damages for Failure to Maintain Minimum Number of Subscribers: The percentage determined in sub-part a. shall be multiplied by the applicable kWh delivered in such month attributable to 5% Unsubscribed Energy and such amount shall be multiplied by the applicable Credit Rate (the sub-part a. percentage * 15.00 cents/kWh or applicable CCRP rate) to equal a dollar amount liquidated damages for the Subscriber Organization's failure to maintain the requisite number of Subscribers for any given month.

11. Residential Customer Requirement: In Phase 2, 40% of the CBRE Facility's contract capacity shall be reserved for individual subscriptions for residential Customers. For a period of 6 months following initial commercial operations, the Subscriber Organization

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shall incur no payment reduction if it does not have or falls below this minimum percentage of residential Subscribers. Effective after 6 months of commercial operations, the following shall be placed into effect for the remainder of the term of the CBRE Facility:

a. For any CBRE Facility which does not have the minimum 40% residential Subscribers for any month during the term of its SFC, the difference in percentage between the project's actual residential Subscriber percentage and the 40% minimum shall reduce the Subscriber Organization's Credit Rate for compensation for Unsubscribed Energy delivered by a factor equal to one-fourth (0.25) of such percentage difference. For example, if a project's residential Subscriber percentage is 30%, the difference, 10%, from the 40% minimum requirement, shall be multiplied by 0.25 (10% * 0.25 = 2.5%). The 2.5% result shall reduce the Credit Rate for Unsubscribed Energy for that month by such percentage.

b. If the Subscriber Organization's Unsubscribed Energy for that CBRE Facility is also greater than 15% in such month, the compensation for Unsubscribed Energy delivered in that month shall be reduced by the sum of the percentage payment reduction for the unmet residential Subscriber percentage plus the percentage of Unsubscribed Energy for that month If the amount of Unsubscribed Energy is less than 5% in any month, any payment reduction shall be calculated as if such Unsubscribed Energy was 5% for such month and if the Subscriber Organization's payment for Unsubscribed Energy is insufficient to offset the calculated payment reduction, the Subscriber Organization shall pay the difference upon demand.

c. If the Subscriber Organization does not have the required minimum percentage of Residential Subscribers but does not have any Unsubscribed Energy, the Subscriber Organization shall be subject to equivalent liquidated damages as specified below. Continued failure to meet the Residential Subscriber minimum requirement under these circumstances by any Subscriber Organization for more than one year shall be construed as an intent to disregard the requirements of this Rule No. 29 and could result in termination and removal from the CBRE Program in accordance with Part I, Section K.3.

Damages for Failure to Maintain Minimum Percentage of Residential Subscribers: The percentage determined in sub-part a. shall be multiplied by the applicable kWh delivered in such month attributable to 5% Unsubscribed Energy and such amount shall be multiplied by the applicable Credit Rate (the sub-part a. percentage * 15.00 cents/kWh or applicable CCRP rate) to equal a dollar amount liquidated damages for

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the Subscriber Organization's failure to maintain the requisite percentage of residential Subscribers for any given month.

12. Payment reductions from Subscriber Organization's compensation for Unsubscribed Energy under Part I, Sections C.10 and C.11 above shall be cumulative in effect. In any given month after the first 6 months of commercial operations, if the Subscriber Organization fails to meet multiple minimum requirements or exceeds maximum thresholds, the percentage reductions in Subscriber's compensation specified above will be added and the aggregate sum of such percentages shall be used to reduce the Subscriber's compensation for Unsubscribed Energy in any given month.

D. SUBSCRIBER ORGANIZATION ELIGIBILITY

1. Eligibility to be awarded a CBRE Small Project shall be open to all ownership types, including independent power producers, the Companies, and any of their affiliates.

2. For utility self-build projects, the Commission will not require the utility to submit an additional application pursuant to General Order No. 7, but the Commission will hold the bidding utility to the terms of its application, similar to independent power producers.

3. For affiliate and affiliate-related projects, the Commission will not require an additional review pursuant to the Affiliate Transaction Requirements adopted in Docket No. 2018-0065, but the Commission will hold the bidding utility to the terms of their application.

E. SUBSCRIBER ORGANIZATION PARTICIPATION FOR CBRE SMALL PROJECTS

1. A CBRE Small Project may be developed by an approved Subscriber Organization. An applicant seeking to become an approved Subscriber Organization shall be referred to as an "Applicant" until approved.

   A CBRE Small Project must be a new facility not otherwise subject to a power purchase agreement with the Company. The CBRE Small Project may participate in such other future grid services and/or non-wires alternative projects as described in Part I, Section A above. A "new" facility shall be defined as a facility completed no earlier than one (1) year prior to the effective date of this tariff, is not otherwise in contract with the utility for the purchase and sale of energy that would prevent it from participating as a CBRE Small Project, and otherwise meets all other qualifications for a CBRE Small Project under this tariff, including all technical and performance requirements.

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2. Demonstrating transparency and a willingness to engage in early communication with communities is an important part of a Project's viability and success. A community outreach and communications plan ("Community Outreach Plan") is an essential roadmap that guides a Subscriber Organization as they work with various communities and stakeholders to raise awareness and collect input for a project. A Subscriber Organization for a project between 100 kW and 249 kW should have a Community Outreach Plan to provide nearby community members information. The Community Outreach Plan should identify efforts the Subscriber Organization will make to provide the community within a one (1) mile radius of the project boundaries with information regarding the project, including, but not limited to the following information: Project description, Project benefits, government approvals, and development process (including Project schedule). Community outreach requirements for projects that are 250 kW and larger will be detailed in the request for proposals and associated contract documents for such projects.

3. Applications during Tranche 1 of CBRE Phase 2 shall be accepted beginning on the effective date of this Rule No. 29 and continue for 4 months from such date, upon which time the application period shall close. If the application period closes and any capacity allocation for any island is not completely filled, the Company, in consultation with the IO may consider and accept later applications for remaining available capacity that meets the requirements of this Rule No. 29.

4. Prior to developing a Facility, an Applicant shall submit a completed application to the Company, which shall provide the following in order to be considered a complete application:

   a. A one-time, non-refundable application processing fee of $250 per application;

   b. Applicant company name, contact information, and address, and indicate their role (e.g., Subscriber Organization, owner, or operator);

   c. Applicant contact person name, contact information, and address;

   d. Entity name, contact information, address, and identity role of the Subscriber Organization if approved; if entities other than the Subscriber Organization will act as either owner or operator of the CBRE Facility, name, role identification, contact information, and address shall be provided for those other entities;

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e. Proposed CBRE Phase 2 Facility name, address, and estimated completion date;

f. CBRE Phase 2 Facility system nameplate direct current (DC) capacity, AC output (inverter nameplate), mount location, tracker type, azimuth, and tilt;

g. CBRE Phase 2 Facility system description of storage operations, total units, total size per unit (kW), max capacity per unit (kWh), charge/discharge per unit (kW);

h. A Certificate of Good Standing for the Applicant obtained from the State of Hawai‘i Department of Commerce and Consumer Affairs dated no earlier than 30 days prior to submittal by the Applicant. If the Applicant is a foreign entity, confirmation from the State of Hawai‘i Department of Commerce and Consumer Affairs that the Applicant is currently authorized to do business in the State of Hawai‘i as of the date of submittal;

i. Maximum Discounted Credit Bid that the Applicant is willing to accept for its CBRE project for CCRP auction purposes. For example, if an Applicant is willing to accept a maximum discounted Credit Rate of 12 cents/kWh (from the established Credit Rate of 15 cents/kWh), the Applicant shall specify the lowest Discounted Credit Rate for its application at 12 cents/kWh;

j. Demonstrate project viability by providing site plan with proposed interconnection point, construction plan and commissioning timeline, details of major equipment, and subscriber marketing and outreach timeline and plan, specifically including LMI ratepayers;

k. Establish a minimum production guarantee (e.g., 85% of projected generation output);

l. Demonstrate/establish financial creditworthiness through posting of a surety bond, a financial guarantee, a letter of credit, or other sufficient evidence of financial ability to develop the project, provided however that Applicant’s satisfactory submittal of the following shall suffice as evidence of financial ability to develop the project: (1) Applicant possesses an investment grade (i.e., BBB- or higher) credit rating from Moody's, Standard & Poor's, or Fitch Ratings, (2) Edison Electric Institute master agreement already in place between Applicant and Hawaiian Electric, (3) demonstration of successful project financing for at least two solar projects of comparable size, (4) showing the Applicant’s parent corporation’s investment grade credit rating from Moody's, Standard & Poor's, or Fitch Ratings.;

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m. Provide a refundable deposit of $75/kW AC, through check, wire transfer or credit card, for the installed capacity made available for CBRE. The Independent Observer ("IO") has the authority to lower or waive this deposit requirement for these CBRE Small Projects and/or non-profit subscription organizations. Deposits will be held in an escrow account and refunded within 30 calendar days after the Date of Commercial Operation or upon auction results in which a CBRE Subscriber Organization is not selected. If the CBRE Subscriber Organization informs the Administrator that it will no longer continue to pursue completion of the CBRE Project, or if the Date of Commercial Operation does not occur within the specified timeline (including day-for-day extensions) detailed in the SFC, the Company shall not return to the CBRE Subscriber Organization the deposit paid;

n. Applicant must also submit with its application all requirements necessary for Company to complete the Rule No. 14H completeness review. See Rule No. 14H at Sheets 34D-2 through 34D-3 for these requirements. While applicants shall receive a timestamp for completed applications that comply with this Part I, Section E.4 requirements, such application shall not be deemed complete until Applicant's Rule No. 14H completeness review is deemed complete. Time frames to review and for Applicant to provide requested information shall be as specified in Rule No. 14H;

o. Demonstrating Site Control for the Site required for the successful implementation of a specific Facility must include all Interconnection Facilities required for the Facility. The need for a firm commitment is necessary to ensure that applications are realistic and shovel-ready so that there is a high likelihood that the proposed project will be developed to completion. In addition, developmental requirements and restrictions such as zoning of the Site and the status of easements must be identified and will be considered in determining whether the application meets the Site Control requirement.

   The project "Site" shall be the (1) real property or (2) area upon a structure upon which the CBRE project shall be situated, inclusive of the generating facilities, control facilities and project-owned interconnection facilities for project.

   To meet this "Site Control" requirement, Applicant must complete one of the following:

   i. Provide documentation confirming (1) that the Applicant has an existing legally enforceable right to use and control the Site, either in fee simple or

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under leasehold for a term at least equal to the term of the SFC as specified in the application and (2) the applicable zoning for the Site and that such zoning does not prohibit the development of the Site consistent with the application; or

ii. Provide documentation confirming, at a minimum, (1) that the Applicant has an executed binding letter of intent, memorandum of understanding, option agreement, or similar document, with the land owner (a "binding commitment") which sets forth the general terms of a transaction that would grant the Applicant the required Site Control, and (2) the applicable zoning for the Site and that such zoning does not prohibit the development of the Site consistent with the application. The binding commitment does not need to be exclusive to the Applicant at the time the application is submitted and may be contingent upon approval of the application and awarding of a project in Phase 2. If multiple applications are provided a binding commitment for the same Site, the documents granting the binding commitments must not prevent the Company from moving forward with the application that otherwise would have been selected.

iii. Government/Public Lands Only: The above two points may not be feasible where government or publicly owned lands are part of the Site or are required for the successful implementation of the application. In such a case, at a minimum the Applicant must provide a credible and viable plan, including evidence of any steps taken to date, to secure all necessary Site Control for the application, including but not limited to evidence of sufficient progress toward approval by the government agency or other body vested with the authority to grant such approval (as demonstrated by records of the agency). The Applicant will be required, however, to demonstrate Site Control as required in the applicable SFC.

p. If an Applicant submits an application that does not contain all the required items listed in this Part I, Section E.4 above, the application shall be deemed incomplete and the timestamp for the completed application shall be when the last item(s) is/are received from the Applicant that renders the application complete under Part I, Section E.4 , with the exception of (1) Part I, Section E.4.a, regarding application processing fee payment and (2) Part I, Section E.4.m regarding the refundable deposit. If the (1) application fee and/or (2) refundable deposit are the only missing items and are received within 15 calendar days from the date of submission, the timestamp will be the date the application was submitted electronically. Partially

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completed applications will be deemed abandoned if all required items are not submitted so as to render the application complete after 60 calendar days.

q. Demonstration of capability to deliver. Applicant, its affiliated companies, partners, and/or contractors and consultants on the Applicant's team, shall provide written documentation that demonstrates experience in the development and operation of at least one renewable energy generation facility similar in size, scope, and structure to the Facility being proposed. The IO may waive this provision for Applicants proposing systems under 250 kW AC, that meet specific criteria, such as 501(c)(3) organizations, Customers choosing to collectively develop systems for their own benefit as Subscribers, organizations focused on delivering services to LMI ratepayers, or others, as determined appropriate by the IO.

Applications deemed complete (providing all information required under Part I, Section E.4 above and completing Rule No. 14H completeness review) shall receive a timestamp which shall serve as the date of the Applicant's application for award and queue purposes.

5. So long as CBRE Small Project applications do not exceed the CBRE Program capacity available under that classification in Phase 2, CBRE Program capacity shall be awarded to qualified applicants on a first-come, first-served basis and the Credit Rate for all applications awarded capacity shall be as specified in Part I, Section C above.

However, if the CBRE Program capacity requested by Facility applications, at the close of the four-month application window, exceeds the available CBRE Program capacity for CBRE Facilities starting in Phase 2, a CCRP mechanism shall be triggered as a means to award CBRE Program capacity for CBRE Small Projects and to set the applicable Credit Rate for such projects.

Table 2: Awarding CBRE Program Capacity

Awarding CBRE Program Capacity
• If applications do not exceed the CBRE Program capacity available under the active Phase, then capacity is awarded on a first-come, first-served basis. • If applications do exceed the available CBRE Program capacity, then a CCRP mechanism will be employed to award capacity. • As part of their application, all Subscriber Organizations must submit the lowest Discounted Credit Rate Bid that they would accept (in increments of 0.1 cents per kW, for example 14.7 cents or 14.6, but not in between).

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- CCRP ranks bidders by the lowest Discounted Credit Rate Bids and assigns capacity from lowest Discounted Credit Rate to highest until all available capacity is exhausted.
- If there is a tie, the project with the earliest timestamp showing either when the application is received (if the application is complete) or when it is deemed complete (if the original submission was incomplete). See Part I, Section E.3.p above. All awarded program capacity will be compensated at the highest accepted Discounted Credit Rate Bid for administrative ease.

Table 3: Example: Competitive Credit Rate Procurement (5 MW of available capacity)

	Discounted Credit Rate Bid (cents/kWh)	Capacity Requested (MW)	Rank	Bid Accepted	Awarded Credit Rate (cents/kWh)	Total Capacity Awarded
Project 1	13.5	3	3	Yes	13.5	5
Project 2	13.3	0.5	2	Yes		
Project 3	12.8	1.5	1	Yes		
Project 4	14	3	4	No		
Project 5	14.2	2	5	No		

6. In the event that the last application to be tentatively accepted to fill the remaining CBRE capacity does not exactly fill the amount of available CBRE Program capacity, the Applicant will be provided the opportunity to secure the remaining capacity at the highest accepted credit rate bid but only for the capacity remaining. For example, in Table 3 suppose 6 MW of capacity had been available rather than 5 MW. After Projects 1, 2 and 3 had been awarded capacity based on their winning credit rate bids, 1 MW of capacity would remain available, but the next lowest bidder (Project 4) had proposed a 3 MW project. Under the CBRE Program rules, that bidder would be offered the 1 MW of remainder capacity at its discounted credit rate bid, and, if they refused, then the next lowest bidder would be offered the same and so forth until the capacity was successfully awarded. If the remainder capacity remains unawarded at the end of this described process, the capacity will be allocated to the next active capacity release cycle.

7. Completed Phase 2 applications for CBRE Small Projects that have been allocated Tranche 1 (or Tranche 2, after it is opened) program capacity ("Selected Projects") shall

be accepted into Phase 2 of the CBRE Program. Upon notification by the Administrator, successful Applicants must accept the awarded capacity and the applicable Credit Rate within 10 business days of notification. Selected Projects accepting program capacity shall proceed to Initial Technical Review under Rule No. 14H.

8. Where program capacity was allocated on a first-come, first-serve basis, Selected Projects which drop out or are terminated will not be replaced because there will not be any queue from which to select another application. However, if a subsequent application is received, such application may be considered as described in Part I, Section E.3 of this Rule No. 29. Excess capacity not allocated in Tranche 1 will be added to Tranche 2 when it is opened.

   If, however, a CCRP mechanism is used to allocate program capacity and there is a queue of applications which were not selected, after Selected Projects are notified of their selection, a queue process will be in effect to replace allocated capacity should a Selected Project drop out or is terminated after selection. The queue process will remain active until the latter to occur of either (1) the next tranche of a phase commences, or the next phase of the CBRE Program commences, (i.e., when applications or proposals begin to be accepted); or (2) or two years after CBRE Phase 2, Tranche 1, commences (i.e., the date Rule 29 is effective), at which time, no new submissions may be added to the queue. Upon such occurrence during the queue process, the allocation for such Selected Project shall be added back to the capacity allocation for the respective island and the first completed application for a CBRE Small Project in the queue for that island shall be offered the opportunity to become a Selected Project subject to such Applicant agreeing to (1) accept the remaining capacity allocation (up to its original application proposal) and (2) accept the current Credit Rate established from the CCRP mechanism. If the first Applicant in the queue refuses the allocation, the next Applicant will be offered the allocation under the same terms and the process will continue until the program capacity is filled or there are no remaining Applicants in the queue. If unallocated capacity remains unawarded at the end of this described process, the capacity will be allocated to Tranche 2 when it is opened or to the next active capacity release cycle.

   If there is no active queue of available applications, or after the applicable queue process for each respective phase or tranche has expired, as applicable, any subsequent failure of a CBRE Small Project in Tranche 1 or Tranche 2 of Phase 2 shall not be replaced.

   If a project from Phase 2, Tranche 1 fails, and there is no active queue for Phase 2, Tranche 1, an application in the active queue of Phase 2, Tranche 2 (if it is still active), will not be offered the allocated project space vacated by the failed project.

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9. Phase 2 Tranche 1 will terminate upon the commencement of Phase 2 Tranche 2. Phase 2 Tranche 2 will terminate upon direction by the Commission. If, at the conclusion of Phase 2, there remains excess capacity and no Applicants in the queue desiring to use such capacity, the remaining unused capacity shall be extinguished or added to the next available capacity release, as directed by the Commission.

10. Additional fees and deposit required from Subscriber Organizations in addition to the application processing fee shall include:

    a. Any applicable interconnection fees, costs, and expenses necessary to interconnect the CBRE Phase 2 Facility to the system grid; and

    b. A $5/kW AC Program Administration Fee assessed annually commencing on the first day of the month immediately succeeding the date of initial commercial operations for any CBRE Phase 2 Facility. For CBRE Small Projects, this fee will not exceed $1,000 annually. For CBRE Mid-Tier Projects, this fee will not exceed $5,000 annually. For CBRE Large Projects, this fee will not exceed $10,000 annually. For CBRE LMI Projects the Program Administration Fee will be waived.

F. CO-LOCATION LIMITATIONS

If more than one Facility is located on a single parcel of land (i.e., Tax Map Key) and sharing a single point of interconnection is being considered for participation in the CBRE Program, they shall be considered as a single Facility for the purpose of determining whether the cumulative size of the facilities fall within the project size limitations set forth in Part I, Section A. The IO will monitor and review interconnection/program applications to guard against co-location.

G. COMMUNICATIONS AND CONTROLLABILITY

1. The Facility shall include a telemetry and control interface which allows the Company to remotely measure, monitor, evaluate and verify technical compliance, CBRE Facility performance, and power quality and, if necessary, control the CBRE Facility ("Communication and Controls"). The acceptable method(s) of implementing the Communication and Controls requirements will be specified by the Company and may be modified after technical review. Such Communication and Controls will be securely

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achieved through available cellular networks or comparable technology. Monitoring will be performed by system dispatchers or operators at the Company's control center.

2. Current Communication and Controls through cellular or comparable technology shall require a telemetry and control interface capable of monitoring of the following data points. In addition, the cellular or comparable technology control will allow the utility to trip and/or curtail the interrupting device.

   Telemetry:

   a) Facility Online/Offline Status
   b) Facility output (kW) that is being exported to the Company System
   c) Facility's confirmation of a Company Control being received and the value of that control as implemented (control echo from Facility controller)
   d) If applicable: Status of Facility's distribution/generation tie breaker CB-A (HECO# XXXX)

   Control:

   a) Export limit to the Company System, to be specified as a setpoint and/or discrete on/off control [i.e. may be an active power output control setpoint in a percentage of maximum capacity]
   b) If applicable: Customer's distribution/generation tie breaker CB-A (HECO# XXXX)

   The CBRE Facility's Communication and Controls must be capable of supporting, at a future date, the monitoring of additional telemetry data as may be requested by the Company. The Company may request in writing to the Subscriber Organization that the Communications and Control provide some or all of the following data points, as applicable:

   a. Distribution line amps (3 phase), distribution voltage (3 phase L-N), frequency, NET kW, NET kVAR, and NET power factor at point of interconnection. Power factor to be a calculated value;
   b. PV kW and kVAR output;
   c. BESS kW and kVAR output/charge;
   d. Received kWh accumulator, sent kWh accumulator, received kVARh accumulator, Sent kVARh accumulator;
   e. Plane of Array Solar Irradiance in Watts/m2;
   f. kW output for each inverter;

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g. Status for each inverter;
h. Facility Net Power Possible (kW);
i. Volt-Var curve and deadband settings;
j. Volt-Var Enabled/Disabled Status;
k. Volt-Watt curve and deadband settings;
l. Volt-Watt Enabled/Disabled Status;
m. Frequency-Watt curve and deadband settings;
n. BESS State of Charge (%);
o. BESS Energy remaining (kWh);
p. kW set point for each inverter.

The Subscriber Organization shall make the requested data points available to the Company within 90 days of Company's written request and at no additional cost to the Company. If the data points are not made available to the Company within 90 days, or not to the Company's satisfaction, the Company may take corrective action including reducing the Facility's export or disconnecting the Facility from the system until the points are provided to the Company's satisfaction.

H. INTERCONNECTION

1. All CBRE Phase 2 Facilities shall be designed to interconnect and operate in parallel with the Company's system without adversely affecting the operations of its customers and without presenting safety hazards to the Company's or other customers' personnel. Such Facilities and the interconnection systems shall be in compliance with all applicable safety and performance standards of the National Electric Code (NEC), the Institute of Electrical and Electronics Engineers (IEEE), the Company's interconnection standards and procedures provided in Rule No. 14H, and Rule No. 19, as amended from time to time, and also subject to any other requirements as may be specified in the Interconnection Agreement or the SFC, attached hereto as Appendix IV.

2. CBRE Phase 2 Facilities interconnected at the Distribution Level[3] that are selected shall follow the applicable Rule No. 14H interconnection process at the time of interconnection with an added provision of an expedited review. An expedited review of a CBRE Phase 2 Facility shall be applied as follows:

[3] Distribution system (Level) is defined as interconnection to electrical wires, equipment, and other facilities at the distribution voltage levels (such as 25kV (Hawaiian Electric only), 12kV, or 4kV) owned or provided by the Company, through which the utility provides electrical service to its customers.

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- If an interconnection requirements study (IRS) is required, the IRS shall be completed within 90 calendar days after all information required to commence and complete the IRS is provided by the Subscriber Organization. If an IRS is required, the scope and cost will be limited to that of a "Simplified IRS." A Simplified IRS will be more limited in scope compared to a standard IRS. The scope is limited to thermal and voltage steady state analyses at the secondary and primary distribution systems, including the service transformer, refer to the scope of the Simplified IRS in Appendix IIV for CBRE Small Projects. The cost will be capped at a value determined by the Company, which if necessary, will be reviewed annually. Any increase in cost for the Simplified IRS will be subject to concurrence by the IO.

- If the Facility is served by a dedicated service transformer, or new transformer installed specifically for the Facility, and on a circuit with available hosting capacity an IRS shall not be required. Any necessary mitigation required for an applicable facility to interconnect shall be determined within the standard initial technical or supplemental review timeframe.

  Exceptions from the expedited review that would still need to be subject to the standard timelines in Rule 14H:

  - CBRE systems on 4kV and 2.4 kV circuits
  - CBRE systems on Molokaʻi and Lānaʻi

3. CBRE Phase 2 Facilities interconnecting at the Sub-Transmission level shall follow the interconnection process applicable to their Facilities at the time of interconnection.

4. Each CBRE Phase 2 Facility shall have one interconnection point and suitable metering equipment to measure the energy output and data required for calculation of Curtailment (as defined in the SFC) of the Facility.

I. SUBSCRIBER ORGANIZATION AGREEMENTS

1. Successful Subscriber Organizations (completed application process and is offered CBRE Program capacity) shall execute the SFC and Interconnection Agreement for CBRE Small Projects with the Company after successful completion of the Rule No. 14H technical review. Prior to executing the SFC and Interconnection Agreement, but only after the Subscriber Organization has been awarded CBRE Phase 2 program capacity, Subscriber Organizations may announce the availability, market, and solicit Subscribers

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provided that they disclose the project is not yet final. Subscriber Organizations may also accept deposits for interests in such Subscriber Organization's CBRE Facility provided that the Subscriber Organization has established an IO-approved escrow account. Subscriber Organizations shall not be permitted to formally complete subscriptions with Subscribers until the Subscriber Organization has executed and delivered to the Company the applicable SFC and Interconnection Agreement or PPA and all other required documents and agreements with Company necessary for the Subscriber Organization to commence development and construction of its CBRE Facility.

2. The SFC and Interconnection Agreement shall remain in effect for the Term set forth therein.

3. Subscriber Organizations shall pay fees as described in Part I, Sections E.4 and Part I, Section E.10 above. Hawaiian Electric may require a Subscriber Organization to provide its current financial statements for Hawaiian Electric's review prior to determining whether to extend unsecured credit to the Subscriber Organization for any reason.

4. Subscriber Organizations shall ensure CBRE Facilities are built within the specific number of months as specified in the SFC, provided however that all CBRE Facilities shall have a Commercial Operations Date Deadline no later than December 1, 2024, except for Subscriber Organization applications accepted from the active queue. The Company and Subscriber Organization shall mutually agree upon a commercially reasonable Commercial Operations Date Deadline for such CBRE Facilities upon their acceptance of available capacity in the appropriate tranche of Phase 2.

5. Subscriber Organizations are responsible for their own operation and maintenance of their Facility to ensure the Facility meets agreed performance warranties, pursuant to the terms and conditions set forth in the applicable SFC, Interconnection Agreement and/or Rule No. 14H.

6. Electric energy delivered to the Subscriber Organization by the Company shall be billed under the Company's applicable rate schedule. Electric energy delivered to the Subscriber Organization by the Company shall be metered separately from the electric energy delivered by the Subscriber Organization to the Company, either by use of multiple meters or a meter capable of separately recording the inflow and outflow of electricity. Electric energy generated by the CBRE Small Project shall not be used to offset electric energy needs of the Facility itself so as to maximize the output of the Facility and the corresponding bill credits of the Subscribers to such Facility.

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7. Subscriber Organization will calculate and will be responsible for the accuracy of the Subscriber's monthly credit. The Subscriber's monthly credit will be provided by the Subscriber Organization to the Company in dollars, per Part I, Section C above and the SFC, no later than ten days after the end of each calendar month.

8. Subscriber Organization's notification of a Subscriber's acquisition of a subscription shall be Subscriber Organization's representation and warranty that the Subscriber Organization has executed a Subscriber Agreement with the Subscriber and provided a completed Disclosure Checklist executed by the Subscriber that is attached to the Subscriber Agreement for such Subscriber. The Administrator, IO for the CBRE Program, or the Commission may request copies of all Subscriber Agreements and/or Disclosure Checklists completed by the Subscriber Organization with its Subscribers at any time during the term of the Subscriber Organization's Facility.

9. The Company may, but shall not be required to, confirm that the Subscribers submitted by the Subscriber Organization are qualified pursuant to Part I, Section B above for participation in the CBRE Phase 2 Program. If any Subscribers are not qualified or are not purchasing an interest within the allowed limits set out in Part I, Section B above, then the Subscribers shall not be accepted into Phase 2 of the CBRE Program, and the Company shall notify the Subscriber Organization of all disqualified Subscribers and remove them from the roster of that Subscriber Organization's list of Subscribers.

10. Generator/Equipment Certification By Subscriber Organization: The Subscriber Organization shall ensure that the CBRE Projects utilize inverter technology compliant with Institute of Electrical and Electronics Engineers IEEE Std 1547-2018, Underwriters Laboratories and the Company's Source Requirement Document Version 2.0 (though not preferred, the Company will accept compliance with the Company's Source Requirement Document Version 1.1 for CBRE Projects with an executed Interconnection Agreement and SFC prior to or on June 30, 2021). The Subscriber Organization shall certify that the installed generating equipment will meet the appropriate preceding requirement(s) and can supply documentation that confirms compliance, including a certification of the same from the Installing Electrical Contractor upon request by the Company.

J. ALLOWED CBRE FACILITY DEVELOPMENT TIMEFRAME

1. Pre-Execution Requirements: Prior to execution of the SFC and Interconnection Agreement, CBRE Facilities must comply with the requirements of this CBRE Rule No. 29 and prove that the CBRE Facility is "shovel-ready'" and actively progressing towards completion. Company shall issue a written notice to the Subscriber Organization that

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will list all documentation that is required from the Subscriber Organization and/or any action that must be taken by the Subscriber Organization in order to comply with the CBRE Rule No. 29. Unless otherwise expressly specified in an existing tariff, the Subscriber Organization shall have 15 calendar days from the date of such notice to submit the required documentation and/or provide evidence that the required action has been completed.

2. Project Development Updates: Once the SFC and Interconnection Agreement are executed the Subscriber Organization agrees to provide the Company informational updates related to the development of the CBRE Facility upon request. Unless otherwise expressly specified in an existing tariff, the Subscriber Organization shall have 15 calendar days from the date of such notice to submit the required documentation and/or provide evidence that the required action has been completed. These updates can include but are not limited to:
    - Construction Milestones
    - Financing
    - Governmental Approvals for Development
    - Site Control
    - Land Rights for Company-Owned Interconnection Facilities
    - Design and Engineering
    - Major Procurement
    - Construction
    - Interconnection
    - Startup Testing and Commissioning

3. Commercial Operations Date: CBRE Phase 2 Facilities must be placed into operation within the timeframe specified in the SFC and measured from the Execution Date of the SFC. After completion of required testing by the Company, a Subscriber Organization will be permitted to commence commercial operations as of the first (1st) day of the month immediately following the Company's acceptance of the CBRE Phase 2 Facility.

K. REMOVAL OF CBRE FACILITY FROM CBRE PROGRAM AND TERMINATION:

1. Failure to Meet Pre-Execution Requirements or Post-Execution Requirements: Should a Subscriber Organization fail to comply with pre-execution (before execution of the Interconnection Agreement or SFC) requirements, the Subscriber Organization's Facility shall be subject to removal from the CBRE Program. Should a Subscriber Organization fail to meet post-execution requirements specified in this Rule No.29, the SFC or the Interconnection Agreement, the SFC and the Interconnection Agreement shall be subject

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to termination in accordance with the terms of the SFC, the Interconnection Agreement (as applicable) and this Rule No. 29. Company, with concurrence of the IO, shall notify the Subscriber Organization when a requirement has been missed or defaulted upon (after any applicable cure period) in accordance with the notice provisions under the SFC or the Interconnection Agreement. The Subscriber Organization shall have 5 business days to provide proof that the Company and IO's determination was in error. If no response is received or if the proof is deemed insufficient by the Company and IO, the Subscriber Organization's Facility in question may be removed from the CBRE Program or the SFC and Interconnection Agreement may be terminated, as may be applicable, with notice to the Subscriber Organization, which termination shall be effective no earlier than 30 days after such notice. Company shall provide a copy of such notice of termination to all Subscribers of such Facility, the IO, and the Commission. Concurrence of both the Company and the IO shall be required before a CBRE Facility can be removed from the CBRE Program or an SFC and Interconnection Agreement can be terminated. Upon removal of a CBRE Facility from the CBRE Program or termination of an SFC and Interconnection Agreement, any fees and security deposits paid to the Company by the Subscriber Organization for such Facility shall be forfeited.

2. Failure to Meet Commercial Operations Date: Should a Subscriber Organization fail to place a CBRE Phase 2 Facility into operation within the timeframe specified in the SFC, the SFC (and Interconnection Agreement) may be terminated and any fees and security deposits paid to the Company by the Subscriber Organization will be forfeited all as specified in the SFC. If terminated by the Company, Subscriber Organization shall not retain its capacity and/or queue space in the CBRE Program once terminated. If the Subscriber Organization subsequently wishes to complete its CBRE Phase 2 Facility, the Subscriber Organization will be required to re-apply to be a Subscriber Organization under these tariff rules, subject to all requirements herein, including capacity limitations and payment of fees.

3. Failure to Comply with CBRE Program Tariff: Should a Subscriber Organization fail to abide by any of the CBRE Program rules of this Rule No. 29, the Subscriber Organization's CBRE Facility may be subject to termination and removal from the CBRE Program. If the IO is still overseeing the CBRE Program, the Company shall obtain concurrence from the IO before any termination of a CBRE Facility may occur. No termination may occur prior to 30 days after notice of termination is provided by the Company to the Subscriber Organization.

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4. IO Oversight: The IO will monitor the CBRE Small Projects to ensure an impartial and fair process. The IO's oversight over CBRE Small Projects shall continue until projects reach commercial operations, subject to direction and oversight by the Commission.

L. EXTENSIONS FOR GOOD CAUSE

When extraordinary circumstances exist that may cause a Subscriber Organization to miss a pre-execution requirement, post-execution milestone or delay the completion of a CBRE Facility within the allowed Facility development timeframe, the Subscriber Organization may request an extension, not to exceed 90 days, of the applicable deadline. All requests for extensions must be made at the time of the event that necessitated the need for an extension. The Company and the IO may each unilaterally approve a request for an extension. A request for an extension may only be rejected by the joint approval of the Company and IO. To the extent that any delays are caused by the Company, a day-for-day extension of time for the period of the delay shall be granted to the affected CBRE Facility to comply with the applicable deadline.

M. COMMISSION OVERSIGHT

The Commission shall have ultimate oversight over the CBRE Program. Material disputes unresolved after consultation with the IO may be presented to the Commission for review and the Commission may issue guidance and/or orders to resolve such disputes consistent with this Rule No. 29. Contractual disputes between Subscribers and Subscriber Organizations and/or between Subscriber Organizations and Company shall be resolved in accordance with the applicable contract between the parties. The IO, pursuant to the Framework, may act as a mediator in any dispute between Subscriber Organizations and the Company.

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PART II: For CBRE Project Sizes 250kW and Above

A. AVAILABILITY AND PROGRAM CHARACTERISTICS

1. Availability and Capacity

   a. Phase 2 of the Company's CBRE Program is available to Customers.

   b. Capacity: Two hundred (200) megawatts (MW) of available capacity shall be apportioned across the islands of Hawai‘i, Maui and O‘ahu as follows:

      Tranche 1:
      Hawai‘i: 12.5 MW
      Maui: 12.5 MW
      O‘ahu: 75 MW

      Tranche 2:
      Hawai‘i: 12.5 MW
      Maui: 12.5 MW
      O‘ahu: 75 MW

      Moloka‘i: 2.75 MW (combined for Tranches 1 and 2)
      Lāna‘i: 3 MW (combined for Tranches 1 and 2)

2. Project Classes: Eligibility shall be limited to photovoltaic generation projects. Projects greater than or equal to 250kW up to 5 MW (O‘ahu) and 2.5 MW (Hawai‘i and Maui) are referred to hereafter as "CBRE Mid-Tier Projects". All projects proposed with sizes above the CBRE Mid-Tier Projects are referred to hereafter as "CBRE Large Projects".

3. Project selection for the allocated Capacities specified above shall be accomplished by a request for proposals ("RFP") conducted under the applicable competitive bidding framework rules issued by the Commission.[4] All capacity available for Moloka‘i and Lāna‘i will be available in a single procurement in Tranche 1. CBRE project procurement for Lāna‘i shall be combined with the Company's Variable Renewable Dispatchable Generation Paired With Energy Storage RFP. Details for all RFPs will be available when such RFPs are issued following Commission direction and order.

[4] Currently, the Framework for Competitive Bidding or the "Framework" dated December 8, 2006, adopted by the Commission in Docket No. 03-0372.

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a. Interconnection of CBRE Mid-Tier Projects shall be specified in the Power Purchase Agreement for Renewable Dispatchable Generation for CBRE Mid-Tier Projects (the "Mid-Tier RDG PPA") and applicable rules and requirements under Rule No. 14H.

b. Interconnection of CBRE Large Projects shall be specified in the Power Purchase Agreement for Renewable Dispatchable Generation for CBRE Large Projects (the "Large RDG PPA")

c. Battery storage requirements shall be specified in the applicable Mid-Tier RDG PPA or Large RDG PPA (references to "RDG PPA" herein shall mean the Mid-Tier RDG PPA or the Large RDG PPA, as applicable).

d. Independent RFP solicitations will be conducted by the applicable Company for the islands of Hawai'i, O'ahu and Maui for CBRE projects dedicated to LMI customers ("CBRE LMI Projects"). There will be no cap on the size of any CBRE LMI Project subject to system limitations, including limitations on line capacity (to be determined by IRS), and a minimum project size of 250 kW. The form of contract used, either the Mid-Tier RDG PPA or the Large RDG PPA, including provisions regarding interconnection and battery storage, will be predicated on project size and subject to system limitations established by the Company. See Part III below.

B. CUSTOMER PARTICIPATION AND ELIGIBILITY

The Customer participation and eligibility requirements of Part I, Section B of this Rule No. 29 shall apply to Customer participation in CBRE Mid-Tier Projects and CBRE Large Projects.

C. CREDIT RATE

1. Subscribers who subscribe to a CBRE Program interest shall continue to receive electric energy from the Company in accordance with Rule No. 8, the applicable rate schedule and Company rules filed with the Commission. All rates, terms, and conditions from the applicable rule, rate schedules and Company rules shall continue to apply.

2. For CBRE Mid-Tier Projects and CBRE Large Projects the Subscriber's bill credit will be equal to the Subscriber's interest in the availability of the CBRE Facility's energy output, expressed as a percentage of the Facility's Contract Capacity multiplied by the Lump Sum Payment specified in the applicable RDG PPA, which shall result in a dollar amount CBRE bill credit per month. Applicants responding to any CBRE RFP shall be

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required to bid a proposed Lump Sum Payment as required under the applicable RFP in order to determine the Lump Sum Payment. A Subscriber's bill credit may be reduced pursuant to the applicable RDG PPA so long as such circumstances are disclosed by the Subscriber Organization in the Disclosure Checklist.

3. The applicable RFP for each island shall determine the CBRE Mid-Tier Project(s) and/or CBRE Large Projects in the Final Award Group. Each Final Award Group Project's bid-specified Lump Sum Payment shall determine the corresponding CBRE bill credit for a Subscriber's interest in such project.

4. The monthly CBRE bill credit will not begin to accrue until commercial operations is achieved. The monthly CBRE bill credit for each Subscriber shall then begin to accrue on the first (1st) day of the month in which Subscriber completes the acquisition of Subscriber's subscription into a CBRE Phase 2 Facility, provided that Subscriber Organization promptly notifies the Administrator of Subscriber's subscription no later than the last calendar day of the month in which Subscriber subscribed into the CBRE Phase 2 Facility. Subscriber's monthly CBRE bill credit shall begin accruing on the first (1st) day of the next month if the purchase or transfer of all or any portion of a Subscriber's Allocation is made after the twentieth (20th) day of the month. The amount of the Subscriber's monthly CBRE bill credit shall be equal to the Subscriber's interest in the Facility's contract capacity (measured as a percentage) multiplied by the Facility's Lump Sum Payment.

5. A Subscriber's monthly CBRE bill credit shall be applied to offset eligible charges on the Subscriber's electric bill no earlier than the 15th day of the following month but no later than two billing cycles. Subscribers will see eligible credits on a future bill depending on the day their meter is read. Eligible charges on the Subscriber's electric bill shall be all light and power charges.

6. The Subscriber's electric bill cannot be reduced below the sum of the customer charge, the Green Infrastructure Fee, and any other per-customer charge for the customer's applicable rate schedule or the minimum bill applicable in the underlying tariff, whichever is greater.

7. If the Subscriber's monthly CBRE bill credit exceeds the eligible charges, the value of excess credits shall be carried over to the next billing period(s) within the current 12-month period, as a CBRE bill credit and applied to the Subscriber's electric bill(s) subject to Part II, Sections C.5 and C.6 above. Reconciliation will be made at the end of every 12-month period by applying the Subscriber's remaining CBRE bill credit to the

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Subscriber's remaining eligible charges within the 12-month period. Any CBRE bill credit that remains unused at the end of each 12-month period shall be extinguished.

8. If the Subscriber terminates its CBRE participation prior to the end of any 12-month period, the Company shall reconcile the remaining CBRE bill credit to remaining eligible charges at the end of the monthly billing period when service was terminated, similar to the reconciliation that would have been performed at the end of the normal 12-month period. Any CBRE bill credit that remains unused shall be extinguished.

9. Compensation for Unsubscribed RDG Availability.

   a. "Unsubscribed RDG" is CBRE Phase 2 Facility Contract Capacity availability that is not associated with any Subscriber subscription and therefore not allocated to a Subscriber. The designated Subscriber Organization under the RDG PPA with the Company shall be compensated for this Unsubscribed RDG as a proportion of the Facility's Lump Sum Payment equal to the percentage of the unallocated portion of the Facility's contract capacity to the total contract capacity multiplied by the Lump Sum Payment, except as specified in sub-part 9.b below.

   b. The following shall be effective 6 months from the date of initial commercial operations. Compensation for Unsubscribed RDG shall be as follows:

      For any Facility with more than 15% Unsubscribed RDG, the compensation for the Unsubscribed RDG availability for that month shall be discounted by the percentage of Unsubscribed RDG.

      Unsubscribed capacity shall be calculated at the end of the month and applied retroactively to the CBRE Facility when calculating that month's Unsubscribed RDG payment.

      Table 4 below illustrates the effect of this Unsubscribed RDG provision as applies to a CBRE Facility with a contract capacity of 1MW (1000kW), assuming varying levels of unsubscribed capacity.

Table 4: Treatment of Unsubscribed RDG for CBRE Mid-Tier and Large Projects

Example CBRE Facility Characteristics	
Lump Sum Payment ($)	1000.00
Facility Capacity (kW)	1000

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Billing Month	Subscribed Capacity (kW)	Unsubscribed Capacity (%)	Lump Sum Payment Attributable to SO ($)	Lump Sum Payment with Unsubscribed RDG % Reduction ($)
1	250	75%	750	750.00
2	250	75%	750	750.00
3	450	55%	550	550.00
4	650	35%	350	350.00
5	800	20%	200	200.00
6	900	10%	100	100.00
7*	900	10%	100	100.00
8	900	10%	100	100.00
9	800	20%	200	200-20% = 160.00
10	650	35%	350	350-35% = 227.50
11	750	25%	250	250-25% = 187.50
12	850	15%	150	150-0% = 150.00

*Unsubscribed RDG provision becomes applicable

10. A Subscriber Organization shall be required to have a minimum of 4 individual Subscribers per CBRE Facility at all times after the six-month grace period described below. For a period of 6 months following initial commercial operations, the Subscriber Organization shall incur no payment reduction if it does not have or falls below this minimum number of Subscribers. Effective after 6 months of commercial operations, the following shall be placed into effect for the remainder of the term of the CBRE Facility:

    a. For any CBRE Facility which does not have the minimum 4 individual Subscribers for any month during the term of its PPA, the unmet percentage of Subscribers to the minimum number of 4 required Subscribers shall reduce the Subscriber Organization's allocation of Unsubscribed RDG delivered in such month by such percentage. For example, if a CBRE Mid-Tier or CBRE Large Project has only 3 Subscribers for any given month, the unmet number of Subscribers is 1 and the percentage to the 4 minimum Subscribers required will be 25%. The Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG will be reduced by 25%.

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b. If the Subscriber Organization's Unsubscribed RDG for that CBRE Facility is also greater than 15% in such month, the Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG delivered in that month shall be reduced by a percentage equal to the sum of (1) the percentage determined in sub-part a. above and (2) the percentage of Unsubscribed RDG for that month. If the amount of Unsubscribed RDG is less than 5% in any month, any payment reduction shall be calculated as if such Unsubscribed RDG was 5% for such month and if the Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG is insufficient to offset the calculated payment reduction, the Subscriber Organization shall pay the difference upon demand.

c. If the Subscriber Organization does not have the required minimum of 4 individual Subscribers but otherwise has no Unsubscribed RDG, the Subscriber Organization shall be subject to liquidated damages as specified below. Continued failure to meet the 4 individual Subscriber threshold under these circumstances by any Subscriber Organization for more than one year shall be construed as an intent to disregard the requirements of this Rule 29 and could result in termination and removal from the CBRE Program in accordance with Part I, Section K.3.

Damages for Failure to Maintain Minimum Number of Subscribers. The percentage determined in sub-part a. shall be multiplied by the amount equal to 5% of the applicable monthly Lump Sum Payment and the resulting dollar amount shall be the liquidated damages for the Subscriber Organization's failure to maintain the minimum number of Subscribers for any given month.

11. Residential Customer Requirement. In Phase 2, 40% of the Facility's CBRE capacity shall be reserved for individual subscriptions for residential Customers after the grace period described below. For a period of 6 months following initial commercial operations, the Subscriber Organization shall incur no payment reduction if it does not have or falls below this minimum percentage of residential Subscribers (either the 40% minimum or the higher percentage proposed by a Subscriber Organization). Effective after 6 months of commercial operations, the following shall be placed into effect for the remainder of the term of the CBRE Facility:

a. For any CBRE Facility which does not have the minimum 40% of the Facility's CBRE capacity allocated to residential Subscribers for any month during the term of its PPA, the difference in percentage between the project's actual residential Subscriber percentage and the 40% minimum shall reduce the Subscriber Organization's allocation of the Lump Sum Payment allocated to Unsubscribed RDG.

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The Subscriber Organization's allocation of the Lump Sum Payment delivered shall be reduced by a factor equal to one-fourth (0.25) of such percentage difference. For example, if a project's residential Subscriber percentage is 30%, the difference, 10%, from the 40% minimum requirement, shall be multiplied by 0.25 (10% * 0.25 = 2.5%). The 2.5% result shall be used to reduce the Subscriber Organization's allocation of the Lump Sum Payment by such percentage.

b. For CBRE Mid-Tier Projects and CBRE Large Projects which propose in its bid proposal a higher residential Subscriber goal than the 40% minimum, e.g., 50%, such Subscriber Organization shall be required to meet such goal and will be subject to a reduction in its allocation of the Lump Sum Payment for failing the 40% minimum but at a lower rate. A failure to reach the Subscriber's pledged goal for residential Subscribers above the 40% shall be subject to a reduction in the Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG delivered in the net month by a factor equal to one-tenth (0.10) of the percentage difference between the Subscriber Organization's pledged percentage greater than the 40% minimum percentage and the actual percentage above the 40% minimum. For example, if a Subscriber Organization pledges a 50% minimum residential Subscriber percentage and, for a given month, only has 45% residential Subscribers, the shortfall from its goal and the actual percentage above 40% is 5%. The Subscriber Organization's resulting payment reduction shall be 0.10 * 5% = 0.5%. If the Subscriber Organization instead had only 20% residential Subscribers, the Subscriber Organization would be subject to a reduced allocation of the sum of (0.25 * 20%) plus (0.10 * 10%) = 5% + 1% = 6%.

c. If the Subscriber Organization's Unsubscribed RDG for that CBRE Facility is also greater than 15% in such month, the allocation of the Lump Sum Payment for Unsubscribed RDG in that month shall be reduced by the sum of the percentage payment reduction for the unmet residential Subscriber plus the percentage of Unsubscribed RDG for that month. If the amount of Unsubscribed RDG is less than 5% in any month, any payment reduction shall be calculated as if such Unsubscribed RDG was 5% for such month and if the Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG is insufficient to offset the calculated payment reduction, the Subscriber Organization shall pay the difference upon demand.

d. If the Subscriber Organization does not have the required minimum percentage of residential Subscribers but does not have any Unsubscribed RDG, the Subscriber Organization shall be subject to equivalent liquidated damages as specified below.

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Continued failure to meet the Residential Subscriber minimum requirement under these circumstances by any Subscriber Organization for more than one year shall be construed as an intent to disregard the requirements of this Rule No. 29 and could result in termination and removal from the CBRE Program in accordance with Part I, Section K.3.

Damages for Failure to Maintain Minimum Percentage of Residential Subscribers. The percentage determined in sub-part a. shall be multiplied by amount equal to 5% of the applicable monthly Lump Sum Payment and the resulting dollar amount shall be the liquidated damages for the Subscriber Organization's failure to maintain the required percentage of residential Subscribers for any given month.

12. Payment reductions from Subscriber Organization's allocation for Unsubscribed RDG under Part II, Sections C.10 and C.11 above shall be cumulative in effect. In any given month after the first 6 months of commercial operations, if the Subscriber Organization fails to meet multiple minimum requirements or exceeds maximum thresholds, the percentage reductions in Subscriber's allocation specified above will be added and the aggregate sum of such percentages shall be used to reduce the Subscriber's allocation for Unsubscribed RDG in any given month.

D. SELECTION PROCESS TO AWARD CBRE PROGRAM CAPACITY FOR PROJECTS GREATER THAN 249KW

1. A Competitive Bidding (RFP) Process developed by Company with oversight by the IO shall be utilized to select eligible Subscriber Organizations to participate in the CBRE Program other than the allocation for CBRE Small Projects (See Part I of this Rule No. 29). The Company shall adhere to the Framework to administer the RFP Process.

2. Price and Non-Price Criteria as designated in the RFP shall be the primary evaluated criteria reviewed by the Company, which criteria shall be more particularly described in the RFP.

3. IO Oversight. The IO will monitor the RFPs to ensure an impartial and fair process. The IO's oversight shall continue through, (1) selection and execution of the Mid-Tier RDG PPA and (2) selection and negotiation of the Large RDG PPA. IO oversight and involvement shall be specified in the RFP but subject always to direction and oversight by the Commission.

E. SUBSCRIBER ORGANIZATION ELIGIBILITY

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1. Except where further defined in an individual RFP, eligibility to bid into the RFPs for Phase 2 of the CBRE Program for projects 250kW and greater shall be open to all bidders, including independent power producers, the Companies (except for the CBRE LMI RFPs), and any of their affiliates.

2. For utility self-build projects with name plate capacities up to 5MW on O‘ahu and up to 2.5MW on Maui and Hawai‘i Island, the Commission will not require the utility to submit an additional application pursuant to General Order No. 7, but the Commission will hold the bidding utility to the terms of its bid, similar to independent power producers.

3. For affiliate and affiliate-related bids on projects with name plate capacities up to 5MW on O‘ahu and up to 2.5MW on Maui and Hawai‘i Island, the Commission will not require an additional review pursuant to the Affiliate Transaction Requirements adopted in Docket No. 2018-0065, but the Commission will hold these bidders to the terms of their bids.

4. All independent power producers, including affiliates and affiliate-related entities shall also meet the eligibility requirements specified in the RFP.

F. APPROVAL PROCESS FOR PROJECTS SELECTED TO THE CBRE PHASE 2 FINAL AWARD GROUP

1. CBRE Mid-Tier Projects

   a. Shall be permitted to proceed toward development and construction of its project with no further approval required by the Commission.

   b. After the technical review has been completed the Subscriber Organization shall be required to execute and deliver the pre-approved CBRE Mid-Tier RDG PPA before proceeding to develop its project.

2. CBRE Large Projects

   a. Shall negotiate the terms and conditions of the Large RDG PPA that will govern the terms of the project with the Company.

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b. The Large RDG PPA between the Subscriber Organization and the Company for each CBRE Large Project shall be subject to Commission review and approval before proceeding to develop its project.

3. CBRE LMI Projects

a. For CBRE LMI Projects that fall within the CBRE Mid-Tier Project size, the provisions of Part II, Section F.1 shall apply.

b. For CBRE LMI Projects that fall within the CBRE Large Project size, the provisions of Part II, Section F.2 shall apply.

4. Development timeframes, milestones, and potential extensions shall be governed by the applicable RDG PPA and/or this Rule No. 29.

G. CO-LOCATION LIMITATIONS

If more than one Facility is located on a single parcel of land (i.e., Tax Map Key) and sharing a single point of interconnection is being considered for participation in the CBRE Program, they shall be considered as a single Facility for the purpose of determining whether the cumulative size of the facilities fall within the project size limitations set forth in Part II, Section A above. The IO will monitor and review interconnection/program applications to guard against co-location.

H. COMMUNICATIONS AND CONTROLABILITY

The CBRE Mid-Tier Projects and CBRE Large Projects shall require additional communications and control systems to ensure the appropriate level of company dispatch as specified in the applicable RDG PPA.

I. COMMISSION OVERSIGHT

The Commission shall have ultimate oversight over the CBRE Program. Material disputes regarding the CBRE Program unresolved after consultation with the IO may be presented to the Commission for review and the Commission may issue guidance and/or orders to resolve such disputes consistent with this Rule No. 29. Contractual disputes between Subscribers and Subscriber Organizations and/or between Subscriber Organizations and Company shall be resolved in accordance with the applicable contract between the parties. The IO, pursuant

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to the Framework, may act as a mediator in any dispute between Subscriber Organizations and the Company.

J. SUBSCRIBER ORGANIZATION AGREEMENTS

1. Subscriber Organizations selected in the Final Award Group for any CBRE RFP that have accepted the Company's offer to proceed with its project shall negotiate the appropriate PPA for its project size as specified in Part II, Section F above. Prior to executing the PPA, but only after the Subscriber Organization has been awarded CBRE Phase 2 program capacity, Subscriber Organizations may announce the availability, market, and solicit Subscribers provided that they disclose the project is not yet final. Subscriber Organizations may also accept deposits for interests in such Subscriber Organization's CBRE Facility provided that the Subscriber Organization has established an IO-approved escrow account. IO may reduce or waive the deposit and escrow account requirement for CBRE Small Projects, non-profit Subscriber Organizations, and pay-as-you-go projects (where no upfront deposit is required). Subscriber Organizations shall not be permitted to formally complete subscriptions with Subscribers until the Subscriber Organization (a) has executed and delivered to the Company the applicable PPA, (b) for CBRE Large Projects, has obtained approval from the Commission of the Subscriber Organization's project, and (c) has completed all other required documents and agreements with Company necessary for the Subscriber Organization to commence development and construction of its CBRE Facility.

2. The PPA shall remain in effect for the Term set forth therein.

3. Subscriber Organizations shall pay fees as described in the applicable RFP and in Part I, Section E.10 above. Hawaiian Electric may require a Subscriber Organization to provide its current financial statements for Hawaiian Electric's review prior to determining whether to extend unsecured credit to the Subscriber Organization for any reason.

4. Subscriber Organizations shall ensure CBRE Mid-Tier Projects and CBRE Large Projects are built and achieve commercial operations within the specific number of months as specified in the applicable PPA.

5. Subscriber Organizations are responsible for interconnection, operation and maintenance of their Facility to ensure the Facility meets agreed performance warranties, pursuant to the terms and conditions set forth in the applicable PPA and, as applicable for CBRE Mid-Tier Project, Rule No. 14H and Part I, Section H.

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6. Electric energy delivered to the Subscriber Organization by the Company shall be billed under the Company's applicable rate schedule. Electric energy delivered to the Subscriber Organization by the Company shall be metered separately from the electric energy delivered by the Subscriber Organization to the Company, either by use of multiple meters or a meter capable of separately recording the inflow and outflow of electricity. Electric energy generated by the CBRE Mid-Tier Project or CBRE Large Project shall not be used to offset electric energy needs of the Facility itself so as to maximize the output of the Facility and the corresponding bill credits of the Subscribers to such Facility.

7. Subscriber Organization will calculate and will be responsible for the accuracy of the Subscriber's monthly credit. The Subscriber's monthly credit will be provided by the Subscriber Organization to the Company in dollars, per the requirements of the PPA, no later than ten days after the end of each calendar month.

8. Subscriber Organization's notification of a Subscriber's acquisition of a subscription shall be Subscriber Organization's representation and warranty that the Subscriber Organization has executed a Subscriber Agreement with the Subscriber and provided a completed Disclosure Checklist executed by the Subscriber that is attached to the Subscriber Agreement for such Subscriber. The Administrator, IO for the CBRE Program, or the Commission may request copies of all Subscriber Agreements and/or Disclosure Checklists completed by the Subscriber Organization with its Subscribers at any time during the term of the Subscriber Organization's Facility.

9. The Company may, but shall not be required to, confirm that the Subscribers submitted by the Subscriber Organization are qualified pursuant to Part I, Section B above for participation in the CBRE Phase 2 Program. If any Subscribers are not qualified or are not purchasing an interest within the allowed limits set out in Part I, Section B above, then the Subscribers shall not be accepted into Phase 2 of the CBRE Program and the Company shall notify the Subscriber Organization of all disqualified Subscribers and remove them from the roster of that Subscriber Organization's list of Subscribers.

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PART III: Specific LMI Provisions

A. AVAILABILITY AND CAPACITY

Bidding will open for a minimum of one dedicated LMI project ("CBRE LMI Project") on each island of O'ahu, Hawai'i Island, and Maui. CBRE LMI Projects shall be limited to Subscribers who are LMI Customers and LMI Anchor Tenants, as defined in Part III, Section B below.

CBRE LMI Project capacity shall not be capped and will not count against the 235MW capacity allocated for CBRE Phase 2. There will be no maximum project size for CBRE LMI Projects, and bidders may propose any project size based on market demand and project cost.

The Commission set a minimum threshold of one project per island but the Company may select, and the Commission may approve additional projects if there are more bids with compelling customer benefits.

If there are no successful competitive bids for a CBRE LMI Project on one island or more, a utility self-build option may be considered by the Commission for that island. Any utility self-build application shall be consistent with Section VI of the Framework.

B. LMI DEFINITION

An individual Customer may be deemed to be a LMI Customer, eligible to be a Subscriber in a CBRE LMI Project (an "LMI Subscriber") if such Customer meets one of the following criteria:

1. A member of a household with a household income confirmed via self-certification as equal to or less than the applicable income limits established by the U.S. Department of Housing and Urban Development ("HUD") for a LMI Household. To qualify, a household's income must be equal to or less than the income limit established by HUD for the customer's household size in the appropriate county. Refer to the HUD website to obtain the income limits; or

2. A participant in any one or more of the following programs:

    a. Low Income Home Energy Assistance Program (LIHEAP);
    b. Supplemental Nutrition Assistance Program (SNAP);

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c. Housing Choice Voucher Program (Section 8);
d. Hawaii MedQuest Program;
e. Weatherization Assistance Program (WAP);
f. Lifeline Support for Affordable Communications (Federal);
g. Lifeline Support for Affordable Communications (State);
h. Child Care Connection Hawaii;
i. Preschool Open Doors;
j. National School Lunch Program (NSLP);
k. Community Eligibility Provision (CEP) of the NSLP;
l. Hawaii Head Start;
m. Early Head Start;
n. Supplemental Security Income (SSI);
o. Children's Health Insurance Program (CHIP);
p. Women, Infants and Children (WIC);
q. Temporary Assistance for Needy Families (TANF);
r. Temporary Assistance for Other Needy Families (TAONF);
s. Hawaii Energy Affordability and Accessibility Program;
t. Spectrum Internet Assist Program
u. Hawaiian Telcom Internet Kokua Program
v. Any verified government (Hawaii State or Federal) program providing services to LMI persons or households;
w. Any verified government (Hawaii State or Federal) or Hawaii non-profit program serving Asset Limited Income Constrained Employed (ALICE)[5] persons or households; or

3. A person residing in any zip code identified by Hawaii Energy as qualifying for LMI status (as such eligibility is defined by Hawaii Energy, which definition may be revised from time to time, provided, however, that prior eligibility shall not be rescinded as a result of any such revisions unless so designated by Hawaii Energy).

The following business or organization Customers may be deemed to be a "LMI Anchor Tenant" and eligible to be a LMI Subscriber only for CBRE LMI Projects if such Customer meets one of the following criteria:

1. A city, county, state or federal governmental agency; or

[5] Aloha United Way designation for employed but asset limited or income constrained persons. Certain AUW sponsored or supported programs may target or provide eligibility for participation in programs designed for ALICE designees.

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2. An IRC Section 501(c)(3) organization; or
3. A participant in the Energy Advantage program within the Affordability and Accessibility program established by Hawaii Energy reserved for certain small businesses and restaurants (as such eligibility is defined by Hawaii Energy, which definition may be revised from time to time, provided, however, that prior eligibility shall not be rescinded as a result of any such revisions unless so designated by Hawaii Energy).

An LMI Subscriber shall be either (1) a LMI Customer or (2) a LMI Anchor Tenant. No more than 40% of the available Subscriber Allocations in any CBRE LMI Project shall be allocated to LMI Anchor Tenants. The remainder of all Subscriber Allocations in such CBRE LMI Project shall be allocated to LMI Customers.

C. LMI SUBSCRIBER ELIGIBILITY VERIFICATION AND APPLICATION REQUIREMENTS

1. Subscriber Organizations developing a CBRE LMI Project will provide to and obtain from each LMI Customer and LMI Anchor Tenant the applicable executed CBRE Program-approved certification ("LMI Subscriber Certification"), attached hereto as Appendix VI and Appendix VII, respectively, certifying that the LMI Customer or LMI Anchor Tenant is eligible to be classified as an LMI Subscriber under the applicable eligibility requirements referred to in Part III, Section B above.

2. Subscriber Organizations are required to collect the completed LMI Subscriber Certification from each LMI Customer and each LMI Anchor Tenant at the time each applies to subscribe in a CBRE LMI Project. So long as the Subscriber Organization collects the applicable completed LMI Subscriber Certification from each of its LMI Subscribers, no separate verification at the time of subscription by the Subscriber Organization is required.

3. Subscriber Organization's enrollment of the LMI Subscriber shall be Subscriber Organization's representation that it has collected the LMI Subscriber Certification from such LMI Subscriber.

4. Once a LMI Customer's eligibility is confirmed by submittal of a completed LMI Subscriber Certification, subsequent income changes will not disqualify the LMI Customer's eligibility.

5. LMI Subscribers shall be required to acquire a minimum subscription of 0.5 kW AC.

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D. LMI SUBSCRIBER ANNUAL VERIFICATION DURING TERM

1. Annually the Company at its discretion will complete spot checks of up to 10% of Subscribers designated as LMI Subscribers, from primarily, but not limited to, new LMI Subscribers admitted within the last 2 years, to confirm the Subscriber Organization has collected the completed the LMI Subscriber Certification for such LMI Subscriber.

2. If the Subscriber Organization is unable to provide the requested LMI Subscriber Certifications within 30 days, the Subscriber Organization will obtain the Certification from each LMI Subscriber within 15 business days.

3. If a threshold of 25% or more of the random sample fails the initial confirmation that the Subscriber Organization has collected the completed LMI Subscriber Certification, the Company at its discretion may perform a second sample test upon Subscriber Organization's request. The Subscriber Organization shall bear all costs of performing any subsequent verification of a second sample of 10% of all LMI subscribers.

4. If the combined sample concludes that 25% or more of the LMI Subscribers which were tested reveals that the Subscriber Organization did not collect and/or retain the required LMI Subscriber Certification from the sampled LMI Subscribers, Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG will be recalculated by designating the percentage of missing LMI Subscribers verifications from the combined sample shall be added to the percentage of Unsubscribed RDG and will be subject to the payment reductions for Unsubscribed RDG as specified below.

5. For CBRE LMI Projects, any unqualified LMI Subscribers, identified through the confirmation process in Part III, Section D, or otherwise identified, may be removed as LMI Subscribers and, if in the reasonable determination of the Company, and concurred by the IO, it is determined that the LMI Subscriber intentionally provided a LMI Subscriber Certification that was incorrect in order to qualify as a LMI Subscriber, such disqualified LMI Subscriber shall prohibited from re-applying for any CBRE Project for 3 years In this situation where a LMI Subscriber is subject to losing such status, any affected CBRE LMI Project shall have six (6) months to replace the LMI Subscriber with another LMI Subscriber (either LMI Customer or LMI Anchor Tenant, as applicable) and the disqualified LMI Subscriber may remain a LMI Subscriber until it can be replaced. No liquidated damages shall be assessed against the Subscriber Organization during this six (6) month correction period.

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E. PAYMENT REDUCTIONS AND LIQUIDATED DAMAGES

A Subscriber Organization that does not meet the 100% LMI requirement for CBRE LMI Projects shall be subject to applicable payment reductions or liquidated damages after 6 months of commercial operations as specified below.

1. Effective after 6 months of commercial operations for a CBRE LMI Project, the following shall be placed into effect for the six-month period (months 7-12) following initial commercial operations:

   a. A CBRE LMI Project must have at least 60% of the required 100% LMI Subscriber percentage for any month between month 7 and month 12, inclusive, following initial commercial operations (the "Interim LMI Subscriber Percentage"). The difference in percentage between the project's actual LMI Subscriber percentage and 60% shall be used to potentially reduce the Subscriber Organization's allocation of the Lump Sum Payment allocated to Unsubscribed RDG for the month of such shortfall. For illustrative purposes, if a CBRE LMI Project only has 50% LMI Subscribers, the Subscriber Organization is 10% short of the 60% minimum required during months 7-12 after initial commercial operations. This percentage shall be used to assess potential payment reduction or liquidated damages pursuant to sub-parts b. and sub-part c. immediately below.

   b. If the sum of the percentage determined in sub-part a. above plus the percentage deemed to be non-LMI under Part III, Section D.4. (the "Interim LMI Shortfall Percentage"), is greater than 15% for any month between month 7 and month 12, inclusive, after initial commercial operations, then the Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG delivered in that month shall be reduced by such Interim LMI Shortfall Percentage. If the amount of Unsubscribed RDG is less than 5% in any month, any payment reduction shall be calculated as if such Unsubscribed RDG was 5% for such month and if the Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG is insufficient to offset the calculated payment reduction, the Subscriber Organization shall pay the difference upon demand.

   c. If the Interim LMI Shortfall Percentage exceeds 15% for any month between month 7 and month 12, inclusive, after initial commercial operations, but the CBRE LMI Project otherwise has no Unsubscribed RDG, the Subscriber Organization shall be subject to equivalent liquidated damages as specified below.

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Damages for Failure to Achieve Interim LMI Subscriber Percentage. The Interim LMI Shortfall Percentage shall be multiplied by the amount equal to 5% of the applicable monthly Lump Sum Payment and the resulting dollar amount shall be the liquidated damages for the Subscriber Organization's failure to maintain the Interim LMI Subscriber Percentage in any month between month 7 and month 12, inclusive, after initial commercial operations of the CBRE LMI Project.

2. Effective after 12 months of commercial operations for a CBRE LMI Project, the following shall be placed into effect for the remainder of the term of the CBRE LMI Project.

   a. For any CBRE LMI Project which does not have a 100% LMI Subscriber percentage for any month during the term of the LMI RDG PPA, the difference in percentage between the project's actual LMI Subscriber percentage and 100% shall be used to potentially reduce the Subscriber Organization's allocation of the Lump Sum Payment allocated to Unsubscribed RDG for the month of such shortfall. For example, if a CBRE LMI Project only had 90% LMI Subscribers, the Subscriber Organization is 10% short of the 100% minimum required during the term of the LMI RDG PPA. This percentage shall be used to assess potential payment reduction or liquidated damages pursuant to sub-parts b. and sub-part c. immediately below.

   b. If the sum of the percentage determined in sub-part a. above plus the percentage deemed to be non-LMI under Part III, Section D.4. (the "LMI Shortfall Percentage"), is greater than 15% for any month during the term of the LMI RDG PPA, then the Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG delivered in that month shall be reduced by such LMI Shortfall Percentage. If the amount of Unsubscribed RDG is less than 5% in any month, any payment reduction shall be calculated as if such Unsubscribed RDG was 5% for such month and if the Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG is insufficient to offset the calculated payment reduction, the Subscriber Organization shall pay the difference upon demand.

   c. If the LMI Shortfall Percentage exceeds 15% for any month during the term of the LMI RDG PPA but otherwise has no Unsubscribed RDG, the Subscriber Organization shall be subject to equivalent liquidated damages as specified below. Continued failure to meet the 100% LMI percentage under these circumstances by the Subscriber Organization for more than one year shall be construed as an intent to disregard the requirements of this Rule 29 and could result in termination and removal from the CBRE Program in accordance with Part I, Section K.3.

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Damages for Failure to Achieve the 100% LMI Subscriber Percentage. The LMI Shortfall Percentage shall be multiplied by the amount equal to 5% of the applicable monthly Lump Sum Payment and the resulting dollar amount shall be the liquidated damages for the Subscriber Organization's failure to maintain the 100% LMI Subscriber Percentage in any month during the term of the LMI RDG PPA.

3. A Subscriber Organization that does not meet its committed-to LMI percentage specified in its bid proposal ("Committed LMI Percentage") for any CBRE Mid-Tier Project or CBRE Large Project, shall be subject to the following applicable payment reductions or liquidated damages as specified below.

4. For a period of 6 months following initial commercial operations, the Subscriber Organization shall incur no payment reduction if it should fall below its Committed LMI Percentage. Effective after 6 months of commercial operations, the following shall be placed into effect for the six-month period (months 7 -12) following initial commercial operations:

   a. If a CBRE Mid-Tier or Large Project fails to maintain at least 60% of its Committed LMI Percentage for its project for any month between month 7 and month 12, inclusive, following initial commercial operations (the "Interim Committed LMI Percentage"). The difference in percentage between the project's actual LMI Subscriber percentage and the Interim Committed LMI Percentage, multiplied by a factor of 0.10, shall be used to potentially reduce the Subscriber Organization's allocation of the Lump Sum Payment allocated to Unsubscribed RDG for the month of such shortfall. For illustrative purposes, if a CBRE Mid-Tier or Large Project has a Committed LMI Percentage of 30%, the Interim Committed LMI Percentage is 60% of 30% or 18%. If the project has only 15% LMI Subscribers in any month between months 7-12 after initial commercial operations, the Subscriber Organization is 3% * 0.10 = 0.3% short of the Interim Committed LMI Percentage for that month. This percentage (0.3%) shall be used to assess potential payment reduction or liquidated damages pursuant to sub-parts b. and sub-part c. immediately below.

   b. If the sum of the percentage determined in sub-part a. above plus the percentage deemed to be non-LMI under Part III, Section D.4. (the "Interim Committed LMI Shortfall Percentage"), is greater than 15% for any month between month 7 and month 12, inclusive, after initial commercial operations, then the Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG delivered in that month shall be reduced by such Interim Committed LMI Shortfall

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Percentage. If the amount of Unsubscribed RDG is less than 5% in any month, any payment reduction shall be calculated as if such Unsubscribed RDG was 5% for such month and if the Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG is insufficient to offset the calculated payment reduction, the Subscriber Organization shall pay the difference upon demand.

c. If the Interim Committed LMI Shortfall Percentage exceeds 15% for any month between month 7 and month 12, inclusive, after initial commercial operations, but the CBRE LMI Project otherwise has no Unsubscribed RDG, the Subscriber Organization shall be subject to equivalent liquidated damages as specified below.

Damages for Failure to Achieve Interim Committed LMI Percentage. The Interim Committed LMI Shortfall Percentage shall be multiplied by the amount equal to 5% of the applicable monthly Lump Sum Payment and the resulting dollar amount shall be the liquidated damages for the Subscriber Organization's failure to maintain the Interim Committed LMI Percentage in any month between month 7 and month 12, inclusive, after initial commercial operations of the CBRE Mid-Tier or Large Project.

5. Effective after 12 months of commercial operations for a CBRE Mid-Tier or Large Project with a Committed LMI Percentage, the following shall be placed into effect for the remainder of the term of the project's applicable RDG PPA.

a. If a CBRE Mid-Tier or Large Project has not achieved its Committed LMI Percentage for any month during the term of its RDG PPA, the difference in percentage between the project's actual LMI Subscriber percentage and the Committed LMI Percentage, multiplied by a factor of 0.10, shall be used to potentially reduce the Subscriber Organization's allocation of the Lump Sum Payment allocated to Unsubscribed RDG for the month of such shortfall. For example, if a CBRE Mid-Tier or Large Project has a Committed LMI Percentage of 50% but only has 40% LMI Subscribers, the Subscriber Organization is 10% * 0.10 = 1.0% short of its Committed LMI Percentage for that month. This percentage (1.0%) shall be used to assess potential payment reduction or liquidated damages pursuant to sub-parts b. and sub-part c. immediately below.

b. If the sum of the percentage determined in sub-part a. above plus the percentage deemed to be non-LMI under Part III, Section D.4. (the "Committed LMI Shortfall Percentage"), is greater than 15% for any month during the term of the applicable RDG PPA, then the Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG delivered in that month shall be reduced by such Committed

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LMI Shortfall Percentage. If the amount of Unsubscribed RDG is less than 5% in any month, any payment reduction shall be calculated as if such Unsubscribed RDG was 5% for such month and if the Subscriber Organization's allocation of the Lump Sum Payment for Unsubscribed RDG is insufficient to offset the calculated payment reduction, the Subscriber Organization shall pay the difference upon demand.

c. If the Committed LMI Shortfall Percentage exceeds 15% for any month during the term of the applicable RDG PPA but otherwise has no Unsubscribed RDG, the Subscriber Organization shall be subject to equivalent liquidated damages as specified below. Continued failure to meet the Committed LMI Percentage under these circumstances by any Subscriber Organization for more than one year shall be construed as an intent to disregard the requirements of this Rule 29 and could result in termination and removal from the CBRE Program in accordance with Part I, Section K.3.

Damages for Failure to Achieve the Committed LMI Percentage. The Committed LMI Shortfall Percentage shall be multiplied by the amount equal to 5% of the applicable monthly Lump Sum Payment and the resulting dollar amount shall be the liquidated damages for the Subscriber Organization's failure to maintain the Committed LMI Shortfall Percentage in any month during the term of the applicable RDG PPA.

6. Payment reductions from Subscriber Organization's allocation for Unsubscribed RDG under this Part III, Section E above shall be cumulative in effect. In any given month after the first six months of commercial operations, if the Subscriber Organization fails to meet multiple minimum requirements or exceeds maximum thresholds, the percentage reductions in Subscriber's allocation specified above will be added and the aggregate sum of such percentages shall be used to reduce the Subscriber's allocation for Unsubscribed RDG in any given month.

7. Residential LMI Customer Requirement. For CBRE LMI Projects only, Subscriber Organizations shall reserve at least 60% of the total output of a Facility's CBRE capacity to residential LMI Customers and the aggregate percentage of LMI Anchor Tenants to the total output of the Facility shall not exceed 40%.

   a. The CBRE LMI Projects shall remain subject to payment reductions and/or damages specified for CBRE Mid-Tier and CBRE Large Projects under Part II, Sections C.9, C.10 and C.11 and under Part III, Sections E.1 and E.2 above amended only to reflect the revised percentages specified above for CBRE LMI Projects.

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b. If the Subscriber Organization maintains a percentage mix of LMI Subscribers that does not have the required minimum percentage of residential LMI Customers or its LMI Anchor Tenant(s) exceed the aggregate 40% limitation and there is no Unsubscribed RDG for more than one year, such continued failure to meet the residential LMI Customer minimum requirement or exceeding the LMI Anchor Tenant percentage ceiling under these circumstances shall be construed as an intent to disregard the requirements of this Rule No. 29 and could result in termination and removal from the CBRE Program in accordance with Part I, Section K.3.

APPENDIX I

SUBSCRIBER AGENCY AGREEMENT
AND
CONSENT FORM

The undersigned ("Subscriber') has a Subscription to the following CBRE Phase 2 Project:

CBRE Project Name:

_____

CBRE Project Address:

_____

_____

Subscriber Organization:

_____

CBRE Project contact information for Subscriber questions and complaints:
Address (if different from above):

_____

_____

Telephone number: _____

Email address: _____

Website URL: _____

Fax: _____

Subscriber Name:

_____

Subscriber Service Address where receiving electrical service from Hawaiian Electric Companies:

_____

_____

Subscriber's Account Number with Hawaiian Electric Companies:

_____

Subscriber Mailing Address (if different from above:

_____

_____

By signing this Subscriber Agency Agreement and Consent Form, the Subscriber agrees to all of the following:

1. Assignment of Energy and Capacity, Environmental Credits. The Subscriber agrees that the Subscriber Organization has authority to assign all energy produced and capacity associated with the renewable energy system at the CBRE Project to Hawaiian Electric Company, Maui Electric Company, Limited or Hawai‘i Electric Light Company, Inc., as applicable (the “Company”), and the Subscriber agrees that all energy produced, and capacity associated with the Subscriber's share of the renewable energy system at the CBRE Project shall belong to Company. The Subscriber also agrees that the Subscriber Organization has authority to assign all Environmental

Credits[1] associated with the renewable energy system at the CBRE Project to Company, and that if the CBRE Project or a person or entity on its behalf has assigned the Environmental Credits to Company, then all Environmental Credits associated with the Subscriber's share of the renewable energy system at the CBRE Project shall belong to Company.

2. Tax Implications. The Subscriber Organization has provided the Subscriber with a statement that Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the CBRE Project.

3. Subscriber recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Subscriber Organization's control.

4. Information Sharing. Participating in the CBRE Program will require sharing Subscriber's Account Information (name, account number, service address, telephone number, email address, website URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and Subscriber's Energy Usage Data (data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the CBRE Project). The following outlines the type of information that will be shared, and how that information will be used.

   a. Subscriber's Account Information and Subscriber Energy Usage Data. The Subscriber authorizes Company to provide the Subscriber Organization (and the Subscriber Organization's designated subcontractors and agents) with the Subscriber's Account Information and Subscriber's Energy Usage Data as described in Section 4 above. This information is needed to allow the Subscriber Organization to determine the extent to which the Subscriber is entitled to participate in the CBRE Project, and to validate the amount of the Bill Credits to be provided by Company to the Subscriber. The current data privacy commitments of Company applicable to its CBRE Program provided to the Subscriber by the Subscriber Organization are attached as Exhibit 1 of this Subscriber Agency Agreement and Consent Form. These privacy commitments include definitions of "Subscriber's Account Information" and "Subscriber's Energy Usage Data."

   b. Subscriber's Subscription Information. The Subscriber authorizes the Subscriber Organization to provide information to Company identifying the Subscriber (with the Subscriber's name, service address, and account number), low-to-moderate income (“LMI”) status (if applicable) and detailing the Subscriber's proportional interest in kilowatts for Small Projects or percentage of the Facility’s Contract Capacity for Mid-Tier and Large Projects, and to provide additional updates of this information to Company as circumstances change. This information is needed to allow the Company to properly apply Bill Credits for the energy generated by the CBRE Small Projects or availability for a CBRE Mid-Tier and Large projects. Also, this information is needed to allow Company to send to the Subscriber notices or other correspondence pertaining to their involvement in the CBRE Program.

   c. Aggregated Information. Aggregated information concerning production at the CBRE Project may be publicly disclosed to support regulatory oversight of the CBRE Program. This includes annual reports available to the public related to specific CBRE Projects, including but not limited to production from the CBRE Projects; size, location and the type of CBRE Project subscriber groups including LMI; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the CBRE Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers nor provide Subscriber-Specific Account

[1] "Environmental Credits" means any environmental credit, offset, or other benefit allocated, assigned or otherwise awarded by any city, state or federal governmental agency or court, international agency, or non-governmental renewable energy certificate accounting and verification organization to Company or Subscriber Organization based in whole or in part on the fact that the PV System is a non-fossil fuel facility.

Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the CBRE Project. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The policies of the Company related to sharing aggregated information are part of the data privacy commitments contained in the attached Exhibit 1 of this CBRE Subscriber Agency Agreement and Consent Form.

d. Information Requests from the PUC or CA or other governmental agencies. The Subscriber agrees that the Subscriber Organization and the Company are authorized to provide any information they possess related to the Subscriber or the Subscriber's participation in the CBRE Project to:

(i) the Hawaii Public Utilities Commission (PUC) or the State of Hawaii Division of Consumer Advocacy (CA), provided that if such disclosure includes personally identifiable information of the Subscriber, such disclosure shall be made under an applicable protective order to maintain the confidentiality of such information (This information is needed to allow proper regulatory oversight of the Company and of the CBRE Program); and

(ii) Other governmental agencies under exigent circumstances provided for in the Company privacy policy.

e. Liability Release. While the Company requires the Subscriber Organization to implement appropriate data security measures, the Company shall not be responsible for monitoring or taking any steps to ensure that the Subscriber Organization maintains the confidentiality of the Subscriber's Account Information, the Subscriber's Energy Usage or the Bill Credits received pertaining to the Subscriber's participation in the CBRE Project. However, the Company shall remain liable for its own inappropriate release of Subscriber's Account Information and Subscriber's Energy Use Data in accordance with existing tariff rules.

f. Duration of Consent. The Subscriber's consent to this information sharing shall be ongoing for the Term of the Contract between the Subscriber Organization and Company, or until the Subscriber no longer has a Subscription to the CBRE Project and the Subscriber Organization notifies Company of this fact. Provided, however, the Subscriber's consent shall also apply thereafter to all such information of the Subscriber pertaining to that period of time during which the Subscriber had a Subscription to the CBRE Project.

g. Successor or Assigns. This Subscriber Agency Agreement and Consent Form shall apply fully to and inure to the benefit of Subscriber Organization and all subsequent successors or assigns, and to the Company and all of its subsequent successors or assigns, without the need for Subscriber's consent.

h. Modification. The above provisions addressing data privacy and in Exhibit 1 shall remain in place until and unless other requirements are adopted by the Company and/or the PUC. Company shall file necessary revisions to its tariffs and contracts within a reasonable time after such Order.

5. Subscriber Disclosures.

a. Customer data can provide insight into activities within the premise receiving utility service. Company may not disclose customer data except (1) if you authorize the disclosure, (2) to contracted agents that perform services on behalf of the utility, or (3) as otherwise permitted or required by regulations. Any such permitted disclosure shall be in accordance with policies relating to the sharing of customer data which may be found in the Company's privacy policy.

b. Not authorizing disclosure will not affect utility service but will impact a proposed Subscriber's ability to participate in the CBRE program.

c. Subscribers may access their standard customer data from Company without any additional charge.

d. Company will have no control over the data disclosed pursuant to this consent and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.

e. In addition to the Subscriber data described above, the data recipient may also receive the following from Company: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Company will not provide any other information, including information such as LMI designation, your Social Security Number or any financial account number to the data recipient through this consent form.

f. For additional information, including the Company privacy policy that applies to Company, visit: www.hawaiianelectric.com.

The Subscriber, by executing below, hereby agrees to the terms of this Subscriber Agency Agreement and Consent Form as of the date filled in below.

Subscriber's Name: _____

Subscriber's Signature: _____

Print or Type name and Title of signatory if Subscriber is a corporation or unit of government: _____

Date: _____

EXHIBIT 1

TO

SUBSCRIBER AGENCY AGREEMENT AND CONSENT FORM

Data Privacy Commitments of Hawaiian Electric Companies Pertaining to the CBRE Program

The following data privacy commitments of the Hawaiian Electric Companies pertaining to the CBRE Program are as follows and may be changed from time to time by the Company:

Definitions

Unless indicated otherwise, the same definition and meaning of terms in this document are the same as contained in the Standard Form Contract for CBRE "Small Projects" or the RDG PPA for "Mid-Tier" and "Large Projects". For ease of reference, here are some of the specific definitions:

"CBRE Project" means, individually and/or collectively, CBRE Phase 2 Small Projects, Mid-Tier Projects and/or Large Projects.

"Company" or "Hawaiian Electric Companies" means, individually or collectively, as applicable, Hawaiian Electric Company, Maui Electric Company, Ltd., Hawaii Electric Light Corporation, Inc., each a Hawaii corporation, and its affiliates and agents.

"Large Project" means any project greater than or equal to 5MW AC on Oahu; or greater than or equal to 2.5MW on all Maui, Hawai'i Island, Moloka'i or Lāna'i.

"Mid-Tier Project" means any project greater than 250 kW, and less than 5 MW on Oahu; or less than 2.5 MW on Maui, Hawai'i Island, Moloka'i or Lāna'i.

"Small Project" means any project under 250 kW AC in output capacity.

"Subscribed Energy" means electricity generated by the CBRE Phase 2 Small Project attributable to the Subscribers' Subscriptions and delivered to the Company at the Production Meter on or after the Commercial Operations Date.

"Subscribed RDG" means the CBRE Phase 2 Mid-Tier or Large Project Facility Contract Capacity availability that is associated with a Subscriber's Subscription and is allocated to the Subscriber.

"Subscriber" means a retail customer of the Company who owns a Subscription of a CBRE Project interconnected with the Company.

"Subscriber Organization" means the organization whose purpose is to operate or otherwise manage the CBRE Project for its Subscribers.

"Subscriber's Account Information" consists of the Subscriber's name, account number, service address, telephone number, email address, website URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Bill Credit(s).

"Subscriber's Energy Usage Data" means data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the CBRE Project.

Overview

This section addresses how Subscriber's Account Information and Subscriber's Energy Usage Data will be collected, used and shared as part of participation in the CBRE Program.

1. **How Subscriber's Account Information and Energy Usage Data Will Be Exchanged**

a. Subscriber Specific Information

Once a Subscriber has executed a Subscriber Agency Agreement and Consent Form, an ongoing data exchange will occur between the Company and a Subscriber Organization (and their designated subcontractors and agents):

(i) The Company will disclose the following Subscriber-specific information to the Subscriber Organization:

- Subscriber's Account Information
- Subscriber's Energy Usage Data
- Bill credits

(ii) The Subscriber Organization will disclose to the Company the following Subscriber-specific information:

- Subscriber's Account Information
- Subscriber Allocation for each Subscriber's Subscription stated in kW or percentage of the name plate capacity of the Small Project; or percentage of Facility Contract Capacity for Mid-Tier or Large Projects.
- Production data related to the PV System
- Monthly Subscription Information

b. Aggregated and Anonymized Subscriber Information

Aggregated Subscriber information will be reported as part of Permitted Public Reporting, outlined in Section 2(b) below.

To be considered "aggregated" the reported information must include information attributable to all Subscribers participating in a specific CBRE Project, which based on program requirements will contain a minimum of five Subscribers. Depending on the nature of the aggregated information, however, from this information alone or in combination with other publicly available information it may still be possible to infer the amount of production attributed to individual Subscribers to the CBRE Project.

Company may also disclose anonymized data relating to the CBRE Program as specified in the Company privacy policy.

2. **How Subscriber's Information Will Be Used**

The following outlines how the Subscriber's Account Information and Subscriber Energy Usage Data will be used as part of the CBRE Program.

a. Program Management

As part of administering the CBRE program, the Subscriber Organization or the Company may provide information related to the Subscriber and/or the CBRE Project to:

- the PUC
- the State of Hawaii Division of Consumer Advocacy ("CA")
- Other governmental or private entities as required by law or regulation

Additionally, as part of administering the CBRE Program, the Company may share Subscriber's Account Information and Subscriber's Energy Usage Data to service providers, agents, or contracted agents who support the program on its behalf. The Company prohibits these service providers from using or disclosing the Subscriber's information except as necessary to perform these specific services or to comply with legal requirements. More information about the Company's general privacy practices is explained in its Privacy Policy available on www.hawaiianelectric.com.

b. Permitted Public Reporting

The Subscriber's Energy Usage Data of each participating Subscriber to a CBRE Project will be combined and may be reported in the aggregate by the Subscriber Organization to the PUC or CA as may be requested or in the Biannual Status Report required under the CBRE Framework. The identity of specific Subscribers, the specific Subscriber's Account Information, Subscriber's Energy Usage Data and Subscriber-specific Bill Credit will not be listed in any public report unless the Subscriber has provided the Subscriber Organization with prior written consent.

Per the requirements of the PUC, the Company will provide to the PUC reports, including the Biannual Status Report, which will include information or data requested by the PUC, including the following:

- Total nameplate capacity (kW DC) and the total output capacity (kW AC) of CBRE facilities installed within the electric utility's territory;
- Total kWh for each of the CBRE facilities on an hourly and monthly basis;
- Type and costs for any grid infrastructure upgrades;
- All Administrator costs pertaining to the CBRE Program (operating and capital expenses);
- CBRE facility design details (e.g. project location, equipment list, interconnection requirements);
- Subscription and Subscriber information (e.g. fees, subscription size, rates, terms, customer class, annual usage, average bill, household income or LMI designation, estimated annual bill savings or additional costs, subscriber turnover statistics);
- Participation data from the Administrators;
- Marketing materials and techniques employed to encourage participation by LMI and other customers; and
- Any other information requested by the PUC

c. Prohibited Reporting or Sharing

Except as otherwise provided in this document or the Company privacy policy, the Company will not disclose the Subscriber's Account Information, Subscriber's Energy Usage Data or Subscriber-specific Bill Credits to a third party without first obtaining the Subscriber's written consent.

Any requests by the Subscriber Organization to the Company for information about a Subscriber that is not Subscriber's Account Information or Subscriber's Energy Usage Data will require execution of a separate written consent by the Subscriber. Notwithstanding the previous statement, the Company will not provide the Subscriber Organization with the

Subscriber's Social Security Number unless directed to do so by the PUC or compelled by law or regulation or under exigent circumstances provided for in the Company privacy policy.

3. **Subscriber Data Access and Correction**

The following outlines what information is available to the Subscriber from the Company and the Subscriber Organization, and methods of correcting any inaccuracies.

a. Information Available from the Company

Subscribers may access the CBRE Portal or contact the Company's call center to obtain information pertaining to their specific Bill Credit attributable to their participation in CBRE Program. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Subscriber Organization for Unsubscribed Energy or Unsubscribed RDG, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the CBRE Project and the beneficial Subscription of energy or Subscribed RDG produced by the CBRE Project, or the portion of Unsubscribed Energy or Unsubscribed RDG, shall be the full responsibility of the Subscriber Organization, unless such inaccuracies are caused by the Company .

Subscribers may also obtain from the Company the following information related to the CBRE Program without obtaining written consent from the Subscriber Organization:

- CBRE Project Address
- Operator name
- Nameplate capacity
- Production data related to the CBRE Project
- Bill Credit Rate and total amount of Bill Credits applied to the CBRE Project
- Any other information pertaining to the Subscriber's Subscription

Other information regarding the Subscriber Organization known to the Company will not be disclosed to Subscriber unless the Subscriber obtains prior explicit informed consent from the Subscriber Organization or unless directed to do so by the PUC or compelled by law or regulation.

b. Information Available from the Subscriber Organization

Subscribers and prospective subscribers can contact the Subscriber Organization to obtain the following information:

- Future costs and benefits of the Subscription, including:

  i. All nonrecurring (i.e., one-time) charges;

  ii. All recurring charges;

  iii. Terms and conditions of service;

  iv. Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;

  v. Whether the Subscriber may be required to sign a term contract;

  vi. Terms and conditions for early termination;

  vii. Any penalties that the CBRE Project may charge to the Subscriber;

  viii. The process for unsubscribing and any associated costs;

ix. An explanation of the Subscriber data the Subscriber Organization will share with the Company and that Company will share with the Subscriber Organization;

x. The data privacy policies of the Company and of the Subscriber Organization;

xi. The method of providing notice to Subscribers when the CBRE Project is out of service, including notice of estimated length and loss of production;

xii. Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components;

xiii. Allocation of unsubscribed production; and

xiv. A statement that the Subscriber Organization is solely responsible for resolving any disputes with Company or the Subscriber about the accuracy of the CBRE Project production and that the Company is solely responsible for resolving any disputes with the Subscriber about the applicable Credit Rate used to determine the amount of the Bill Credit.

- Copy of the contract with Company for the CBRE Program
- Copy of the solar panel warranty
- Description of the compensation to be paid for any underperformance
- Proof of insurance
- Proof of a long-term maintenance plan
- Current production projections and a description of the methodology used to develop production projections
- Subscriber Organization contact information for questions and complaints
- Demonstration to the Subscriber by the Subscriber Organization that it has sufficient funds to operate and maintain the CBRE Program

The Subscriber Organization is solely responsible for the accuracy of the Subscriber's portion of the CBRE Project production or availability information forwarded to the Company and should resolve with the Subscriber any dispute regarding the accuracy of such information.

Subscribers can submit comments to the Company on the accuracy and completeness of its biannual report by contacting the Company.

4. **Data Retention**

The Company will retain the Subscriber's Account Information, Subscriber's Energy Usage Data and information on Bill Credits for as long as required under applicable agreements with Subscriber or Subscriber Organization or under applicable law. Such data may thereafter be deleted in accordance with such agreements, applicable law or Company data retention or other applicable policies.

Appendix II
DISCLOSURE CHECKLIST

COMMUNITY BASED RENEWABLE ENERGY (CBRE) PHASE 2 PROGRAM SUBSCRIBER ORGANIZATION DISCLOSURE CHECKLIST

This disclosure checklist is intended to enable potential Subscribers in the service territories of Hawaiian Electric, Maui Electric, and/or Hawai'i Electric Light to clearly understand where (and whether) a given Subscriber Organization ("SO") discloses the below-listed relevant terms and conditions in its Subscriber Agreement as required by the CBRE Framework.[1]

Each SO shall complete this Disclosure Checklist with the page number and/or section reference in its Subscriber Agreement indicating where the stated disclosure or disclaimer is found in the Subscriber Agreement. SO's initial beside each Disclosure described in this Checklist shall serve as the SO's warranty to the Subscriber that the subject of the Disclosure is present in the Subscriber Agreement.

SO Initials	Disclosure Description	Page # in Agreement	Subscriber Confirmed Initials
STATE OF HAWAII CBRE SUBSCRIBERS BILL OF RIGHTS			
	Covenant by SO to Subscriber that it will adhere to the State of Hawaii's Division of Consumer Advocacy "State of Hawaii CBRE Subscribers Bill of Rights" and provide a copy of such to the Subscriber		

FUTURE COSTS AND BENEFITS OF THE SUBSCRIPTION (Section 4.4.1 of the CBRE Framework)			
	Production projections and a description of the methodology used to develop production projections		
	Bill savings and added cost projections and a description of the methodology used to develop bill projections		
	All nonrecurring (i.e., one-time) charges		
	All recurring charges and any escalation rate associated with those charges		
	Terms and conditions of service		
	Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber		

[1] On December 22, 2017, the State of Hawaii Public Utilities Commission("Commission") issued Order No. 35137 in Docket No. 2015-0389 approving a CBRE Framework ("Order 35137"). Order 35137 requires SOs to submit an executed CBRE Disclosure Checklist with the Subscriber Agreement for each subscriber.

SO Initials	Disclosure Description	Page # in Agreement	Subscriber Confirmed Initials
	Whether the Subscriber is required to sign a term contract		
	Terms and conditions for early termination		
	Any penalties that the CBRE SO and/or Owner may charge to the Subscriber		
	Disclose the circumstances in which SO payment reductions or Liquidated Damages would result in reductions to the Subscriber's bill credit		
	Disclose the circumstances in which SO failure to comply with requirements of the tariff could result in reductions to the Subscriber's bill credit		
	The process for unsubscribing or transferring subscriptions and any associated costs		
DISCLAIMERS (Section 4.4.2 of the CBRE Framework)			
	Affidavit verifying LMI status		
	Data privacy policies of SO and/or Owner		
	Description of circumstances and method of notice Subscribers will be issued when the CBRE Facility is out of service, including notice of estimated length and loss of production		
	Assurances that all installations, upgrades and repairs will be under direct supervision of a qualified professional and that maintenance will be performed according to industry standards, including the recommendation of the manufacturers of solar panels and other operational components		
	SO statement regarding allocation of unsubscribed production		
	Statement that SO and/or Owner is solely responsible for resolving any disputes with Hawaiian Electric, Maui Electric, or Hawai‘i Electric Light (as applicable) or the Subscriber about the accuracy of the CBRE Facility production		
	Statement that Hawaiian Electric, Maui Electric, or Hawai‘i Electric Light (as applicable) is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the bill credit		

SO Initials	Disclosure Description	Page # in Agreement	Subscriber Confirmed Initials
	How to obtain a copy of the solar panel, inverter, and/or any other core component's warranty		
	Definition of underperformance and a description of the compensation to be paid by the Subscriber Organization for any underperformance (i.e., an output guarantee)		
	Disclosure of the type and level of insurance, and what insurance benefits protect Subscribers		
	Proof and description of a long-term maintenance plan including which services the plan includes (module or inverter failures, etc.)		
	SO and/or Owner contact information for questions and complaints and agreement to update and notify the subscriber if ownership changes hands		
SUBSCRIBER AGREEMENT REQUIREMENTS (Section 5.4 of the CBRE Framework)			
	Credit Rate and Calculation		
	Bill Credit mechanism and timing, including (1) calculating credits for delivered energy and confirmation there will be no compensation for curtailed energy events for CBRE Small Projects, or (2) calculating credits for contract capacity availability irrespective of delivered energy for CBRE Mid-Tier Projects, CBRE Large Projects and CBRE LMI Projects		
	Tax and Securities Implications		
	If applicable, proof of a SO escrow account established including (1) what fees/payments are deposited into such account, i.e., pre-development fees or deposits, and (2) how the funds may be released to the SO (upon Commercial Operations) or refunded to the Subscriber		
	No transfer fee of subscription interest if a Subscriber moves within the same service territory or transfer involves a change of name without any change in the account or meter		
	No downsizing fees within six months of CBRE program enrollment		
	Transparency of all Costs and Contractual Requirements		
	Subscription limitations (i.e., maximum and minimum kW interest per Subscriber)		
	Proof of Surety bond, financial guarantee, or letter of credit for the benefit of Subscribers and the circumstances under which Subscribers may make claims to such recoupment mechanisms		

SO Initials	Disclosure Description	Page # in Agreement	Subscriber Confirmed Initials
	How to obtain a copy of the SO's Standard Form Contract with Hawaiian Electric, Maui Electric, or Hawai'i Electric Light (as applicable) for the CBRE Phase 2 Program		
	SO notification requirements to Subscribers regarding project changes, development status, and operational updates		
	Statement that the Commission and Hawaiian Electric, Maui Electric, or Hawai'i Electric Light (as applicable) make no warranty or representation concerning potential implications, if any, of federal or state tax, securities, or other laws		
ADDITIONAL DISCLOSURES (Section 5.5 of the CBRE Framework)			
	Payment schedule ($/month) with preset repurchase/resale price for the lifetime of the Agreement for a Subscriber		
	Transfer of the selling Subscriber's ownership must be for at least 50% of Subscriber's interest		
	For a Pay-As-You-Go subscription, Subscriber has the right to cancel the Subscriber's subscription at any time		
	For a Pay-Up-Front interest, SO must buy back all or a portion of the Subscriber's interest upon request in accordance with the preset repurchase/resale price schedule within 30 days		

APPENDIX III

COMMUNITY-BASED RENEWABLE ENERGY PROGRAM INTERCONNECTION AGREEMENT

(LESS THAN 250 KW)

This Community-Based Renewable Energy Program Interconnection Agreement (less than 250 kW) ("Agreement") is made by [Hawaiian Electric Company, Inc., Maui Electric Company, Ltd., Hawai'i Electric Light Company, Inc.], a Hawai'i corporation (hereafter called "Company"), and _____ ("Subscriber Organization"), and is made, effective and binding as of _____ ("Effective Date"). Company and Subscriber Organization may be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Company is an operating electric public utility subject to the Hawai'i Public Utilities Law, Hawaii Revised Statutes, Chapter 269, and the rules and regulations of the Hawai'i Public Utilities Commission ("Commission"); and

WHEREAS, Subscriber Organization is an "approved Subscriber Organization," as defined in the Company's Community-Based Renewable Energy ("CBRE") Program Phase 2 Tariff ("CBRE Tariff"), intends to construct a CBRE Facility (as defined in Section 4 below), that qualifies for the Company's CBRE program ("CBRE Program"), and desires to interconnect and operate the CBRE Facility in parallel with the Company's electric system;

NOW, THEREFORE, in consideration of the premises and the respective promises herein, the Company and the Subscriber Organization hereby agree as follows:

1. **Notice and Disclaimer Regarding Future Rate and Tariff Modifications**. This Agreement shall, at all times, be subject to modification by the Commission as said Commission may, from time to time, direct in the exercise of its jurisdiction. Without limiting the foregoing, Subscriber Organization expressly acknowledges the following:

   (a) The CBRE Tariff is subject to modification by the Hawai'i Public Utilities Commission ("Commission").

   (b) **Your Agreement and CBRE Facility shall be subject to any future modifications ordered by the Commission. You agree to pay for any costs related to such Commission-ordered modifications**.

   BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE NOTICE AND DISCLAIMER.

2. **Effectiveness of Agreement**. This Agreement shall not be effective until approved and executed by each Party, i.e. upon the Effective Date. Subscriber Organization shall not interconnect and operate the CBRE Facility in parallel with the Company's system prior to approval and execution of this Agreement by the Company. Until this Agreement is effective, no Party shall have any legal obligations arising hereunder, express or implied, and any actions taken by a Party in reliance on the terms of this Agreement prior to the Effective Date shall be at that Party's own risk.

3. **Term and Termination.** This Agreement shall become effective as of the date when both the Subscriber Organization and the Company have signed this Agreement. This Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:

   (a) The Parties agree in writing to terminate the Agreement; or

   (b) The Subscriber Organization may terminate this Agreement at any time, by written notice to the Company, prior to completion of the final acceptance testing of the CBRE Facility by the Company.

Once the CBRE Facility is operational, then 3(c) applies. Upon receipt of a cancellation notice, the Company shall take reasonable steps to minimize additional costs to the Subscriber Organization, where reasonably possible; or

(c) Once the CBRE Facility is operational, the Subscriber Organization may terminate this Agreement after 30 days written notice to the Company, provided, however, that any termination by Subscriber Organization under 3(b) or 3(c) shall be accompanied by a corresponding termination of the SFC (as defined in Section 6 below); or

(d) Company may terminate this Agreement after 30 days written notice to the Subscriber Organization if:

(i) The Subscriber Organization fails to interconnect and operate the CBRE Facility pursuant to the terms of this Agreement; or

(ii) The Subscriber Organization fails to take all corrective actions specified by the Company's written notice that the CBRE Facility is out of compliance with the terms of this Agreement, within the timeframe set forth in such notice;

(iii) There is a default by the Subscriber Organization under the SFC which entitles Company to terminate the SFC;

provided, that the Company has satisfied all notice and other requirements for such termination by the Company, as provided in Section I.K.1 of the CBRE Tariff, provided, further, that any termination by Company under this 3(d) shall be accompanied by a corresponding termination of the SFC.

4. **CBRE Facility Description**. For the purposes of this Agreement, the "CBRE Facility" is defined as the equipment and devices, and associated appurtenances, owned by the Subscriber Organization, which produce electric energy for use by the Subscriber Organization and are to be interconnected and operated in parallel with the Company's system. The CBRE Facility is identified in Exhibit A (Description of CBRE Facility). **[DRAFTING NOTE: This Agreement is drafted to include a battery energy storage system ("BESS") as part of the CBRE Facility. References to the BESS and/or storage appear in bold text and brackets and will need to be revised to conform to specifics of each CBRE Project.]**

5. **Scope of Agreement**. The Parties understand and agree that this Agreement applies only to the operation of the CBRE Facility described in Exhibit A.

6. **Parallel Operation**. For Generating Facilities less than 250 kW, Company shall allow Subscriber Organization to interconnect and operate the CBRE Facility in parallel with the Company's distribution system in accordance with the terms and conditions of this Agreement, the Standard Form Contract for Hawai'i Community Based Renewable Energy – Phase Two between Subscriber Organization and Company ("SFC"), and Company Rule 14, Paragraph H (Interconnection of Distributed Generating Facilities Operating in Parallel With The Company's Electric System) ("Rule 14H") provided that the Company determines that all applicable requirements and conditions of this Agreement, the SFC, the CBRE Tariff and Rule 14H have been satisfied. Additional provisions to Rule 14H in this Agreement shall also apply. To the extent this Agreement conflicts with Rule 14H the provisions of this Agreement shall apply.

a. Voltage Ride-Through. Voltage Ride-Through. Whenever the utility Distribution System voltage at the Point of Interconnection varies from and remains outside the normal operating high and normal operating low region voltage for the predetermined parameters set forth in Table 1. The Facility's protective functions shall cause the Facility's Advanced Inverter(s) to Cease to Energize the utility Distribution System. Unless provided alternate settings by the

Company, the Facility must comply with the voltage ride-through and trip settings specified in Table 1:

1. The Facility shall stay connected to the utility Distribution System while the grid remains within the "Ride-Through Until" voltage-time range and must operate in accordance with the "Operating Mode" specified for each "Operating Region".
2. In the Continuous Operation region, the Facility's Advanced Inverter shall reduce power output as a function of voltage, in accordance with section (iv) Volt-Watt of Rule 14H.
3. Different settings than those specified in Table 1 may be specified by the Company

Table 1: Voltage Ride-Through Table

Operating Region	**Voltage at Point of Interconnection (% of Nominal Voltage)**	**Operating Mode**	**Ride-Through Until (s)**	**Default Maximum Trip Time (s)**
OV2	V > 120	Cease to Energize	N/A	0.16 [(1)]
OV1	120 ≥ V > 110	Mandatory Operation	0.92	1
CO	110 ≥ V > 100	Continuous Operation (Volt-Watt)	N/A	N/A
CO	100 > V ≥ 88	Continuous Operation	N/A	N/A
UV1	88 > V ≥ 70	Mandatory Operation	20	21
UV2	70 > V ≥ 50	Mandatory Operation	10-20	11-21[(2)]
UV3	50 > V	Momentary Cessation	N/A	2

[(1)]Must trip time under steady state condition. Inverters will also be required to meet the Company's Transient Overvoltage criterion (TrOV-2). Ride-Through shall not inhibit TrOV-2 requirements.

[(2)]May be adjusted within these ranges at manufacturer's discretion.

(b) Frequency-Watt. A Facility's inverters shall be certified to meet the frequency-droop requirement stated in IEEE 1547-2018, "IEEE Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power System Interfaces." For certification purposes, range of allowable settings in Table 2 shall be used as an exception to the 1547-2018 values. In this mode, the Advanced Inverter shall modulate active power when the frequency at the Point of Interconnection is outside the Frequency-Watt deadband dbOF and dbUF as specified by the default settings in Table 2.

Table 2 Frequency-Watt Settings

Parameter	Default Value	Range of allowable settings[(1)]

dbOF, dbUF (Hz)	0.036	0.017 -1.0
kOF, kUF	0.04	0.02 - 0.07
Tresponse (small-signal) (s)	0.5	0.2-10

(1)For the single-sided deadband values (dbOF, dbUF) ranges, both the lower value and the upper value is a minimum requirement (wider settings shall be allowed). For the frequency droop values (kOF, kUF) ranges, the lower value is a limiting requirement (the setting shall not be set to lower values) and the upper value is a minimum requirement (the setting may be set to greater values). For the open-loop response time, Tresponse (small-signal), the upper value is a limiting requirement (the setting shall not be set to greater values) and the lower value is a minimum requirement (the setting may be set to lower values).

(c) Unintended Islanding. A Facility's inverters shall be certified to meet the unintentional islanding requirement stated in IEEE 1547-2018 (or latest version), "IEEE Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power System Interfaces." Ride through requirements specified herein shall not inhibit the islanding detection performance where a valid unintentional islanding condition exists.

7. **Permits and Licenses**. Subscriber Organization shall be responsible for the design, installation, operation, and maintenance of the CBRE Facility and shall obtain at its expense, and maintain any required governmental authorizations and/or permits for the construction and operation of the CBRE Facility.

8. **Installation**.

(a) Design, installation, operation and maintenance of the CBRE Facility shall include control and protection equipment as specified by the Company, including but not limited to an automatic load-break device such as a circuit breaker or inverter and a manual disconnect that has a visible break or breaker with rack-out capability to isolate the CBRE Facility from the Company's system. The manual disconnect device must be accessible by the Company and be capable of being locked by the Company in the open position, to establish working clearance for maintenance and repair work in accordance with the Company's safety rules and practices. The disconnect devices shall be furnished and installed by the Subscriber Organization and are to be connected between the CBRE Facility and the Company's electric system. The disconnect devices shall be located in the immediate vicinity of the electric meter serving the Subscriber Organization. The manual disconnect device shall be, at a minimum, clearly labeled "Subscriber Organization System Disconnect". With permission of the Company, the disconnect devices may be located at an alternate location which is readily and safely accessible to the Company on a 24-hour basis. Such alternate location shall be clearly identified with signage placed in the immediate vicinity of the electric meter serving the Subscriber Organization.

(b) The Subscriber Organization grants access to the Company to utilize the disconnect device, if needed. Company may enter premises where the CBRE Facility is located, as permitted by law or tariff, for the following purposes: (1) to inspect CBRE Facility's protective devices and read or test meter(s); and (2) to disconnect the CBRE Facility and/or service to Subscriber Organization, whenever in Company's sole opinion, a hazardous condition exists and such immediate action is necessary to protect persons, Company's facilities, or property of others from damage or interference caused by the CBRE Facility, or the absence or failure of properly operating protective device.

(c) Under no circumstances shall a Subscriber Organization interconnect and operate the CBRE Facility in parallel with the Company's electric system without prior written approval by the Company.

(d) Once the CBRE Facility is interconnected to the Company's system, the Company reserves the right to require the installation of, or modifications to, equipment determined by the utility to be necessary to facilitate the delivery of reliable electric service to its customers, subject to the requirement that such installation or modification be consistent with applicable interconnection standards (e.g., Rule 14H). The Company shall provide a written explanation of the need for such installation or modification. Such installation or modification shall be made by mutual agreement of the Company and the Subscriber Organization. Any disputes related to this provision shall be resolved according to the dispute resolution process set forth below.

(e) If the CBRE Facility is a facility interconnecting at the Distribution Level, the CBRE Facility shall follow the applicable Rule 14H interconnection process at the time of interconnection.

(f) The CBRE Facility must comply with the communications and controllability requirements set forth in Part I, Section G of the CBRE Tariff.

9. **Interconnection Facilities**.

(a) Subscriber Organization-Owned Interconnection Facilities.

(1) The Subscriber Organization shall furnish, install, operate and maintain, at its cost, the interconnection facilities (such as circuit breakers, relays, switches, synchronizing equipment, monitoring equipment, and control and protective devices and schemes) identified in Exhibit B (Subscriber Organization-Owned CBRE Facility and Interconnection Facilities).

(2) The point of interconnection is shown on the single-line diagram and three-line diagram (provided by the Subscriber Organization and reviewed by the Company) which are attached to Exhibit B (Subscriber Organization-Owned CBRE Facility and Interconnection Facilities). Pursuant to Company Rule 14H, Appendix I (Distributed Generating Facility Interconnection Standards Technical Requirements), Section 6.c (Review of Design Drawings), the Company must review and approve Subscriber Organization's single-line and three-line diagrams prior to Subscriber Organization constructing of the CBRE Facility interconnection.

(3) The Subscriber Organization agrees to test the CBRE Facility, to maintain operating records, and to follow such operating procedures, as may be specified by the Company to protect the Company's system from damages resulting from the parallel operation of the CBRE Facility, including such testing, records and operating procedures as more fully described in Exhibit C attached hereto.

(4) The Company may inspect the CBRE Facility and Subscriber Organization's interconnection facilities.

(b) Company-Owned Interconnection Facilities.

(1) The Company agrees to furnish, install, operate and maintain such interconnection facilities on its side of the point of interconnection with the CBRE Facility as required for the parallel operation with the CBRE Facility and more fully described in Exhibit C (Company-Owned Interconnection Facilities) attached hereto and made apart hereof ("Company Interconnection Facilities"). All Company Interconnection Facilities shall be the property of the Company. Where portions of the Company Interconnection Facilities are located on the Subscriber Organization's premises, the Subscriber Organization shall provide, at no expense to the Company, a suitable location for and access to all such equipment. If a 120/240 Volt power

source or sources are required, the Subscriber Organization shall provide these at no expense to the Company.

(2) The Subscriber Organization agrees to pay to the Company a non-refundable contribution for the Company's investment in the Company Interconnection Facilities described in Exhibit C (Company-Owned Interconnection Facilities), subject to the terms and conditions included in Exhibit C and to pay for other interconnection costs. The interconnection costs will not include the cost of an initial technical screening of the impact of the CBRE Facility on the Company's system.

(3) The Subscriber Organization shall provide an irrevocable standby letter of credit with no documentation requirement (i) in an amount not less than twenty-five percent (25%) of the total estimated costs for the Company Interconnection Facilities; and (ii) substantially in the form attached to this Agreement as Exhibit D (Form of Letter of Credit) from a bank or other financial institution chartered in the United States with a credit rating of "A-" or better. An irrevocable standby letter of credit is not required when either: (1) the Subscriber Organization pays the total estimated costs for the Company Interconnection Facilities up front; or (2) the Subscriber Organization is not required to be responsible for any estimated costs for the Company Interconnection Facilities. The Independent Observer has the discretion to waive the letter of credit requirement on a case-by-case basis. Such letter of credit shall remain in effect through the earlier of forty-five (45) days after the Commercial Operations Date, as such term is defined in the SFC, or seventy-five (75) days after the termination of this Agreement and true-up of any costs owed to Company. Subscriber Organization shall replenish the security amount to the level required under this Agreement (the "Security") within fifteen (15) business days after any draw on the Security by Company or any reduction in the value of Security below the required level for any other reason. In addition to any other remedy available to it, Company may, before or after termination of this Agreement, draw from the Security such amounts as are necessary to recover amounts Company is owed pursuant to this Agreement, the SFC and/or any other obligation of Subscriber Organization to Company under the Company's applicable electric service tariff, the CBRE Tariff or any other applicable law, regulation, rule ordinance or regulatory order. Any failure to draw upon the Security or other security for any amounts due Company shall not prejudice Company's rights to recover such amounts in any other manner.

If the letter of credit is not renewed or extended at least thirty (30) days prior to its expiration or earlier termination, Company shall have the right to draw immediately upon the full amount of the letter of credit and right (but not the obligation) to place the proceeds of such draw (the "L/C Proceeds"), at Subscriber Organization's cost, in an escrow account until and unless Subscriber Organization provides a satisfactory substitute letter of credit. If it so chooses, the Company will place the L/C Proceeds in an escrow account with a reputable escrow agent acceptable to Company ("Escrow Agent"). Thereafter, the Company shall have the right to apply the L/C Proceeds as necessary to recover amounts Company is owed. Company shall have the sole authority to draw from the account and Subscriber Organization shall have no rights to the L/C Proceeds. Upon full satisfaction of Subscriber Organization's obligations under this Contract, including recovery by Company of amounts owed to it, Company shall instruct the Escrow Agent to remit to the bank that issued the letter of credit that was the source of the L/C Proceeds the remaining balance (if any) of the L/C Proceeds. Any failure to draw upon the L/C Proceeds for any amounts due Company shall not prejudice Company's rights to recover such amounts in any other manner.

Promptly following the Commercial Operations Date, and the complete performance of all of Subscriber Organization's obligations under this Agreement and the SFC, including but not

limited to the obligation to pay any and all amounts owed by Subscriber Organization to Company, Company shall release the Security (including any accumulated interest, if applicable) to Subscriber Organization.

10. **Dispute Resolution:** Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner. In the event a dispute arises under this Agreement, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, the Parties agree to submit the dispute to the Independent Observer for the CBRE Tariff. Pursuant to Section I.M. of the CBRE Tariff, material disputes unresolved after consultation with the Independent Observe may be presented to the Commission for review and the Commission may issue guidance and/or orders to resolve such disputes consistent with the CBRE Tariff.

11. **Continuity of Service**.

(a) The Company may require the Seller to temporarily curtail, interrupt or reduce deliveries of energy when necessary in order for the Company to construct, install, maintain, repair, replace, remove, investigate, test or inspect any of its equipment or any part of the Company System including, but not limited to, accommodating the installation and/or testing of non-utility owned facilities to the Company system; or if the Company determines that such curtailment, interruption or reduction is necessary because of a system emergency, forced outage, operating conditions on its system; or the inability to accept deliveries of energy due to excess energy conditions; or if either the CBRE Facility does not operate in compliance with good engineering and operating practices or acceptance of energy from the Seller by the Company would require the Company to operate the Company system outside of good engineering and operating practices which in this case shall include, but not be limited to, excessive system frequency fluctuations or excessive voltage deviations, and any situation that the Company system operator determines, at his or her sole discretion, could place in jeopardy system reliability.

(b) When the Company determines that curtailment of energy becomes necessary for excess energy ("Curtailment Event"), curtailments shall be made in reverse chronological order in accordance with Section 2.A.2 of the Standard Form Contract When Company determines that curtailment of energy becomes necessary for engineering and/or operating reasons that are directly attributable to the CBRE Facility, or system conditions exist that require reduction of the CBRE Facility for reliability and stability reasons, the above curtailment order will not apply.

(c) The CBRE Facility will be included in a group of solar projects designated as Phase 2 of the CBRE Program established by the Commission's Decision and Order No. 37070 in Docket No. 2015-0389 that Company will, to the extent possible, treat as a single "block" (designated for convenience of reference as "CBRE Phase 2 Curtailment Block") for purposes of implementing excess energy curtailment. When the Company is implementing excess energy curtailments, facilities included in the CBRE Phase 2 Curtailment Block shall be curtailed in reverse chronological order in accordance with the Standard Form Contract Section A.2 and Section 2 of Attachment B to the Standard Form Contract. Projects (such as photovoltaic net energy metering projects, feed-in tariff projects, etc.) that are allowed to be installed without remote curtailment controls and projects for which remote control is otherwise unavailable or inoperable will not be curtailed before the CBRE Facility for excess energy.

(d) If the telemetry and control interface is unavailable, due to loss of communication link, remote terminal unit failure, or other event resulting in the loss of the remote control by Company, provision must be made for Subscriber Organization to be able to institute via local controls, within 30 minutes (or such other period as Company accepts in writing) of the verbal directive by the Company system operator, such raising and lowering of the curtailment limits as directed by the Company system operator. Due to timing considerations, this local instruction may not correlate to the remaining CBRE "block" controls.

(e) If all local and remote curtailment controls become unavailable or fail, the CBRE Facility shall, without intentional delay, disconnect from the Company's system.

(f) If direct transfer trip is determined to be required, but is unavailable due to any reason, including loss of communication or equipment problems, provision must be made for the Subscriber Organization to trip the main circuit breaker.

(g) In the event that the Company initiates a curtailment event pursuant to this Agreement, Company shall not be obligated to accept any electric energy from the CBRE Facility except for such electric energy that Company notifies the Subscriber Organization that it is able to take during the duration of a curtailment. The Company shall not be liable to the Subscriber Organization for any curtailments that are not a Curtailment Event. The Subscriber Organization shall not override Company's curtailment.

12. **Personnel and System Safety**. If at any time the Company determines, in its sole discretion, that the continued operation of the CBRE Facility may endanger any person or property, the Company's electric system, or have an adverse effect on the safety or power quality of other customers, the Company shall have the right to curtail or disconnect the CBRE Facility from the Company's electric system remotely or otherwise. The CBRE Facility shall remain curtailed or disconnected until such time as the Company is satisfied that the endangering or power quality condition(s) has been corrected, and the Company shall not be obligated to accept any energy from the CBRE Facility during such period. The Company shall not be liable, directly or indirectly, for permitting or continuing to allow an attachment of the CBRE Facility for the acts or omissions of the Subscriber Organization that cause loss or injury, including death, to any third party.

13. **Prevention of Interference**. The Subscriber Organization shall not operate equipment that superimposes a voltage or current upon the Company's system that interferes with the Company's operations, service to the Company's customers, or the Company's communication facilities. Such interference shall include, but not be limited to, overcurrent, voltage imbalance, and abnormal waveforms. If such interference occurs, the Subscriber Organization must diligently pursue and take corrective action at its own expense after being given notice and reasonable time to do so by the Company. If the Subscriber Organization does not take timely corrective action, or continues to operate the equipment causing interference without restriction or limit, the Company may, without liability, disconnect the Subscriber Organization's equipment from the Company's system.

14. **Limitation of Liability**.

(a) Each Party shall at all times indemnify, defend and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this Agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.

(b) Each Party's liability to the other Party for failure to perform its obligations under this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

(c) Notwithstanding any other provision in this Agreement, with respect to the Company's provision of electric service to any customer including the Subscriber Organization, the Company's liability to

such customer shall be limited as set forth in the Company's tariffs and terms and conditions for electric service, and shall not be affected by the terms of this Agreement.

15. **Subscriber Organization and CBRE Facility Information.** By signing this Agreement, the Subscriber Organization expressly agrees and authorizes the Company to: (a) request and obtain from Subscriber Organization and its contractors, vendors, subcontractors, installers, suppliers or agents (collectively "Subscriber Organization Agents"), at no cost to Company, information related to the CBRE Facility, including but not limited to Watts, Vars, Watt Hours, current and voltage, status of the CBRE Facility, inverter settings, any and all recorded event or alarm logs recorded, (collectively "CBRE Facility Data") that Company reasonably determines are needed to ensure the safe and reliable operation of the CBRE Facility or the Company's system; or (b) make such modifications to the Subscriber Organization's system, at no cost to the Company, that Company determines, in its reasonable discretion, are needed to ensure the safe and reliable operation of the CBRE Facility or the Company's system. Subscriber Organization expressly agrees and irrevocably authorizes Subscriber Organization Agents to disclose such Subscriber Organization Data to Company and to make such modifications to the Subscriber Organization's CBRE Facility upon request by Company.

16. **Additional Information**. The Company reserves the right to request additional information from Subscriber Organization relating to the CBRE Facility, where reasonably necessary, to serve the Subscriber Organization under this Agreement or to ensure reliability, safety of operation, and power quality of the Company's system.

17. **No Material Changes to CBRE Facility**. The Subscriber Organization agrees that no material changes or additions to the CBRE Facility shall be made without having obtained prior written consent from the Company, which consent shall not be unreasonably withheld. Total Rated Capacity of the CBRE Facility must be less than 250kW and in no event may exceed such Total Rated Capacity. If the CBRE Facility changes ownership, the Company may require the new Subscriber Organization to complete and execute an amended Agreement or new Agreement, as may be applicable.

18. **Certification by Licensed Electrical Contractor**. Generating and interconnection systems must comply with all applicable safety and performance standards of the National Electrical Code (NEC), Institute of Electrical and Electronic Engineers (IEEE), and accredited testing laboratories such as the Underwriters Laboratories (UL), and where applicable, the rules of the Commission, or other applicable governmental laws and regulations, and the Company's interconnection requirements, in effect at the time of signing this agreement. This requirement shall include, but not be limited to, the interconnection standards and procedures of the Company's Rule 14H, as well as any other requirements as may be specified in this Agreement, its exhibits, and/or in the SFC, all as authorized by the Commission. Upon request by Company, Subscriber Organization shall cause a Licensed Electrical Contractor, as agent for Subscriber Organization, to certify that once approved by the Company, the proposed CBRE Facility will be installed to meet all preceding requirement(s).

19. **Good Engineering Practice**.

(a) Each Party agrees to install, operate and maintain its respective equipment and facilities and to perform all obligations required to be performed by such Party under this Agreement in accordance with good engineering practice in the electric industry and with applicable laws, rules, orders and tariffs.

(b) Wherever in this Agreement and the attached Exhibits the Company has the right to give specifications, determinations or approvals, such specifications, determinations and/or approvals shall be given in accordance with the Company's standard practices, policies and procedures, which may include the Company's Electric Service Installation Manual, the Company's Engineering Standard Practice Manual and the IEEE Guides and Standards for Protective Relaying Systems.

20. **Insurance**. The following insurance provisions are only applicable to Generating Facilities with a Total Rated

Capacity greater than 10 kW but less than 250 kW:

(a) The Subscriber Organization shall, at its own expense and during the term of the Agreement and any other time that the CBRE Facility is interconnected with the Company's system, maintain in effect with a responsible insurance company authorized to do insurance business in Hawaii and with a rating by A.M. Best Company, Inc. of "A-VII" or better, the following insurance or its equivalent at Company's discretion that will protect the Subscriber Organization and the Company with respect to the CBRE Facility, the CBRE Facility's operations, and the CBRE Facility's interconnection with the Company's system:

(b) A Commercial General Liability policy covering bodily injury and property damage with a combined single limit of liability of at least the following amounts based on the Total Rated Capacity of the generator (for solar systems—Total Rated Capacity of the generator or inverter, whichever is lower, can be used with appropriate technical documentation on inverter, if not higher Total Rated Capacity will be used), for any occurrence. The limits below may be satisfied through the use of umbrella or excess liability insurance sufficient to meet these requirements:

Commercial General Liability Coverage Amount	Total Rated Capacity of the CBRE Facility
$1,000,000	Greater than 30 kW and less than 250 kW
$500,000	Greater than 10 kW and less than or equal to 30 kW

(c) Solely with respect to the insurance policies required for Generating Facilities with a Total Rated Capacity greater than 30 kW, said insurance by endorsement to the policy or policies shall: name the Company, its directors, officers, agents, and employees as additional insured; include contractual liability coverage for written Agreements; include provisions stating that the insurance will respond to claims or suits by additional insureds against the Subscriber Organization or any other insured thereunder; provide that the insurance is primary with respect to the Subscriber Organization and the Company; and provide that the insurance company waives all rights of subrogation which Subscriber Organization or the insurance company may have against Company, its directors, officers, agents, and employees. Any insurance carried by Company will be excess only and not contribute with this insurance.

(d) Said insurance by endorsement to the policy or policies shall provide written notice within 30 days to the Company should the required insurance be cancelled, limited in scope, or not renewed upon expiration. "Claims made" policies are not acceptable unless the Subscriber Organization agrees to maintain coverage in full effect at all times during the term of this Agreement and for THREE (3) years thereafter. The adequacy of the coverage afforded by the required insurance shall be subject to review by the Company from time to time, and if it appears in such review that risk exposures require an increase in the coverages and/or limits of this insurance, the Subscriber Organization shall make such increase to that extent and any increased costs shall be borne by the Subscriber Organization. The Subscriber Organization has the responsibility to determine if higher limits are desired and purchased. The Subscriber Organization shall provide certificates of insurance to the Company prior to executing the Agreement and any parallel interconnection. Receipt of any certificate showing less coverage than required shall not operate as a waiver by the Company of the Subscriber Organization's

obligation to fulfill the applicable requirements of this Section 20. The Subscriber Organization's indemnity and other obligations shall not be limited by the foregoing insurance requirements. Any deductible shall be the responsibility of the Subscriber Organization.

(e) Alternatively, where the Subscriber Organization is a governmental entity, Subscriber Organization may elect to be self-insured for the amounts set forth above in lieu of obtaining insurance coverage to those levels from an insurance company.

21. **Miscellaneous.**

(a) **Disconnection and Survival of Obligations.** Upon termination of this Agreement, the CBRE Facility shall be disconnected from the Company's system. The termination of this Agreement shall not relieve the Parties of their respective liabilities and obligations, owed or continuing at the time of termination.

(b) **Governing Law and Regulatory Authority.** This Agreement was executed in the State of Hawaii and must in all respects be interpreted, governed, and construed under the laws of the State of Hawaii. This Agreement is subject to, and the Parties' obligations hereunder include, operating in full compliance with all valid, applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, orders of, and tariffs approved by, duly constituted regulatory authorities having jurisdiction.

(c) **Amendment, Modifications, or Waiver**. This Agreement may not be altered or modified by either of the Parties, except by an instrument in writing executed by each of them. None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect. This Agreement contains the entire agreement and understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement.

(d) **Termination of Existing Agreement**. This Agreement shall supersede any existing agreement, if any, under which Subscriber Organization is currently operating the CBRE Facility and any such agreement shall be deemed terminated as of the date this Agreement becomes effective.

(e) **Notices**.

All notices, consents and waivers under this Agreement shall be in writing and will be deemed to have been duly given when (i) delivered by hand, (ii) sent by electronic mail ("E-mail") (provided receipt thereof is confirmed via E-mail or in writing by recipient), (iii) sent by certified mail, return receipt requested, or (iv) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and E-mail Addresses set forth below (or to such other addresses and E-mail addresses as a Party may designate by notice to the other Party):

Company:

By Mail:

_____

_____

_____

_____

_____

Delivered By Hand or Overnight Delivery:

_____

_____

_____

_____

_____

By E-mail:

_____

_____

_____

With a copy to:

By Mail:

Hawaiian Electric Company, Inc.
Legal Division
P.O. Box 2750
Honolulu, Hawai‘i 96840

By E-mail:

Hawaiian Electric Company, Inc.
Legal Division
Email: legalnotices@hawaiianelectric.com

Seller: The contact information listed in Attachment A (Description of Generation, Conversion and Storage Facility) hereto.

Notice sent by mail shall be deemed to have been given on the date of actual delivery or at the expiration of the fifth Day after the date of mailing, whichever is earlier. Any Party hereto may change its address for written notice by giving written notice of such change to the other Party hereto.

Any notice delivered by E-mail shall request a receipt thereof confirmed by E-mail or in writing by the recipient and followed by personal or mail delivery of such correspondence any attachments as may be requested by the recipient, and the effective date of such notice shall be the date of receipt, provided such receipt has been confirmed by the recipient.

The Parties may agree in writing upon additional means of providing notices, consents and waivers under this Agreement in order to adapt to changing technology and commercial practices.

(f) **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. In the event of an assignment for financing, to the extent necessary, Company shall, if requested by Subscriber Organization and if its costs (including reasonable attorneys' fees of outside counsel) in responding to such request are paid by Subscriber Organization, execute such Hawai'i-law-governed documents as may be reasonably requested by a lender in connection with CBRE Facility debt and reasonably acceptable to Company, to acknowledge an assignment of such debt and/or pledge/mortgage.

(g) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, legal representatives, and permitted assigns.

(h) **Relationship of Parties**. Nothing in this Agreement shall be deemed to constitute any Party hereto as partner, agent or representative of the other Party or to create any fiduciary relationship between the Parties.

(i) **Limitations**. Nothing in this Agreement shall limit the Company's ability to exercise its rights or expand or diminish its liability with respect to the provision of electrical service pursuant to the Company's tariffs as filed with the Commission, or the Commission's Standards for Electric Utility Service in the State of Hawai'i, which currently are included in the Commission's General Order Number 7, as either may be amended from time to time.

(j) **Force Majeure**. For purposes of this Agreement, "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected Party; (b) that is not the direct or indirect result of the fault or negligence of that Party; (c) in whole or in part delays or prevents a Party's performance under this Agreement, and (d) that the affected Party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection or rebellion; floods, hurricanes, earthquakes, lighting, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will, within five (5) Days, notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible.

(k) **Non-Warranty**. Neither by inspection, if any, or non-rejection, nor in any other way, does the Company give any warranty, express or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Subscriber Organization or leased by the Subscriber Organization from third parties, including without limitation the CBRE Facility and any structures, equipment, wires, appliances or devices appurtenant

thereto.

(l) **Confidential Information**. Except as otherwise agreed or provided herein, each Party shall hold in confidence and shall not disclose confidential information to any person (except employees, officers, representatives and agents, who agree to be bound by this section). Confidential information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency or entity with the right, power, and authority to do so, requests or requires either Party, by subpoena, oral disposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose confidential information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver the Party shall disclose only such confidential information which, in the opinion of its counsel, the Party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any confidential information so furnished.

(m) **Execution of Agreement; Multiple Counterparts**. The parties agree that this Agreement, including amendments, may be executed and delivered by exchange of electronic signatures, which may be transmitted by facsimile, E-mail, or other acceptable means. A party's electronic signature shall be considered an "original" signature which is binding and effective for all purposes. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument binding all Parties

22. **Generator/Equipment Certification**

Generating Facilities that utilize inverter technology must be compliant with *Institute of Electrical and Electronics Engineers IEEE Std 1547* and *Underwriters Laboratories UL 1703* and *UL 1741* in effect at the time this Agreement is executed as well as the Company's Rule 14H and utilize equipment listed on the Company's certified advanced inverter list. Generating Facilities that use a rotating machine must be compliant with applicable National Electrical Code, Underwriters Laboratories, and Institute of Electrical and Electronics Engineers standards and rules and orders of the Public Utilities Commission of the State of Hawaii in effect at the time this Agreement is executed. By signing below, the Applicant certifies that the installed generating equipment will meet the appropriate preceding requirement(s) and can supply documentation that confirms compliance, including a certification of the same from the Installing Electrical Contractor upon request by the Company.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives. This Contract is effective as of the Effective Date set forth above.

[Subscriber Organization]	[Hawaiian Electric Company, Inc. Hawai‘i Electric Light Company, Inc. Maui Electric Company, Limited], a Hawai‘i corporation
By: _____	By: _____
Name: _____	Name: _____
Date: _____	Date: _____

EXHIBIT A

DESCRIPTION OF CBRE FACILITY

1. Subscriber Organization Information

Name (print): _____

Property Address: _____

City: _____ State: _____ Zip: _____

Meter # (if applicable): _____ TMK: _____

Phone: _____ Cell: _____ Email: _____

☐ Mailing Address is the same as the Property Address

Mailing Address: _____

City: State: Zip:

Name of Person Authorized to Sign on behalf of Subscriber Organization: _____

Hawaii Gross Excise Tax License Number of Subscriber Organization: _____

2. Electrical Contractor

Electrical Contractor: _____ Hawai`i License #: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Email: _____

Supply certification that the generating system will be installed and inspected in compliance with the local Building/Electrical code of the County of: ☐ Honolulu ☐ Maui ☐ Hawai`i

Generating System Building Permit # (to be filled out by the Company upon the Company's approval and execution of Agreement): To be filled out by the Company

Interconnection Date (to be filled out by the Company upon the Company's approval and execution of the Agreement): To be filled out by the Company

3. Insurance ☐ Not Applicable (less than 10 kW)

Insurance Carrier: _____

4. General Technical Information (Attached)

☐ **Single Line Diagram** ☐ **Three Line Diagram** ☐ **Relay List and Trip Scheme** (if applicable)

5. Generator Qualifications

Generator Type:

☐ Photovoltaic with DC Inverter ☐ Non-Photovoltaic DC Generator

Does this design include an Energy Storage System?

☐ No ☐ Yes (include Exhibit A-1)

What is the system's Maximum Export capability?

Technical System Size: _____ kW Maximum Export: _____ kW

6. Interconnecting Equipment Technical Data

Generator Disconnect Information:

Manufacturer: _____ Catalog #: _____

Type: _____ Rated Amps: _____ Rated Volts: _____

☐ Fused *or* ☐ Non-Fused | ☐ Single Phase *or* ☐ Three Phase | ☐ Uses multiple disconnects

Mounting Location: _____

Will an interposing transformer be used between the generator and the point of interconnection?

☐ No ☐ Yes

7. Generator Facility Technical Information

System Information:

Micro Inverter	Central/ String Inverter	Energy Storage (Inverter)	Inverter Manufacturer	Model	Qty.	Peak AC Output Rating (kW)*	Quantity x Peak AC Output Rating (kW)
☐ 1	☐ 1	☐ 1					
☐ 2	☐ 2	☐ 2					
☐ 3	☐ 3	☐ 3					
☐ 4	☐ 4	☐ 4					
☐ 5	☐ 5	☐ 5					
						Total Inverter Capacity (kW):	

Micro Inverter	Central/String Inverter	Module Manufacturer	Model	Qty.	STC Rating (kW)*	Quantity x STC Rating (kW)
☐ 1	☐ 1					
☐ 2	☐ 2					
☐ 3	☐ 3					
☐ 4	☐ 4					
☐ 5	☐ 5					
					Total Module Capacity (kW):	

Total Capacity of Inverter #:	1:	2:	3:	4:	5:

Total Program Size (kW):

Total System Capacity is the combined sums of the lesser of the AC or DC capacities per inverter.

*All equipment ratings must match those listed on their manufacturer's specification sheets.

8. Reserved ☐ Not Applicable

9. Interconnecting Equipment Technical Data

Transformer Data ☐ Not Applicable

A copy of transformer Nameplate and Manufacturer's Test Report may be substituted

Transformer Primary (Volts): _____ Transformer Secondary (Volts): _____

☐ Delta ☐ Wye ☐ Wye Grounded ☐ Delta ☐ Wye ☐ Wye Grounded

Size: _____ KVA Transformer Impedance: _____ % on _____ KVA Base

Transformer Fuse Data ☐ Not Applicable

Attach fuse manufacturer's Minimum Melt & Total Clearing Time-Current Curves

☐ At Primary Voltage ☐ At Secondary Voltage

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Transformer Protection (if not fuse) ☐ Not Applicable

Please describe: _____

Generator Main Circuit Breaker ☐ Not Applicable

A copy of circuit breaker's Nameplate and Specification Sheet may be substituted

Manufacturer: _____ Type: _____

Continuous Load Rating (Amps): _____ Interrupting Rating (Amps): _____ Trip Speed (Cycles): _____

Feeder Circuit Breaker ☐ Not Applicable

Attach copy of any proposed Time-Overcurrent Coordination Curves

Manufacturer	Type	Style/Catalog No.	Proposed Setting

Current Transformer Data ☐ Not Applicable

Attach copy of Manufacturer's Excitation & Ratio Correction Curves

Manufacturer	Type	Accuracy Class	Proposed Ration Connection
			/5
			/5
			/5
			/5
			/5

EXHIBIT A-1

DESCRIPTION OF CBRE FACILITY – ADDITIONAL INFORMATION

[ADDITIONAL INFORMATION FOR CBRE FACILITIES THAT: (1) INCLUDE AN ENERGY STORAGE SYSTEM; (2) INCLUDE NON-PHOTOVOLTAIC GENERATORS; OR (3) HAVE A TOTAL SYSTEM CAPACITY GREATER THAN 30 KW OR THREE-PHASE ELECTRICAL SERVICE]

1. Energy Storage System Information

☐ Not Applicable

Specification sheets must be provided for all equipment listed in the section below

Description of Energy Storage System Operations:

Manufacturer: _____ Model: _____

Size kW: _____ Max Capacity kWh: _____

Rated kW discharge: _____ Rated kW charge: _____

Will the energy storage system be used only as an Emergency Backup System?
☐ No ☐ Yes

Describe mode(s) of operation (e.g. charge and discharge timing; does the system match the load with PV and battery?)

_____

_____

Will the distribution grid be used to charge the storage device?
☐ No ☐ Yes, charging periods: _____

Will power be exported to the grid?
☐ No ☐ Yes, maximum export to the grid: _____

2. Wind Generator System Information

☐ Not Applicable

Specification sheets must be provided for all equipment listed in the section below

DC Generator Manufacturer	Model	Qty.	Rating (kW)	Quantity x Rating (kW)
			Total DC Generator Capacity (kW):	
Inverter Manufacturer	Model	Qty.	Rating (kW)	Quantity x Rating (kW)
			Total Inverter Capacity (kW):	
			Total System Capacity (kW):	
			Fault Current Contribution of Generator (Amps):	

3. Technical Information for Synchronous and Induction Generators

☐ Not Applicable

Specification sheets must be provided for all equipment referenced in the section below

Number of starts per day: _____ Maximum Starting kVA: _____ Generator Operating Power Factor: _____

☐ Effectively Grounded ☐ Resonant Grounded ☐ Low-Inductance Grounded ☐ Low-Resistance Grounded ☐ High-Resistance Grounded ☐ Ungrounded

Generator Characteristic Data*:

* Not needed if Generator Nameplate and Manufacturer's Specification Sheet are provided.

Direct Axis Synchronous Reactance, X_d: _____ P.U. Direct Axis Transient Reactance, X'_d: _____ P.U.

Direct Axis Subtransient Reactance, X''_d: _____ P.U. Inertia Constant, H: _____ P.U. Excitation Response Ratio: _____

Direct Axis Open-Circuit Transient Time Constant, X_d: _____ Seconds Direct Axis Open-Circuit Subtransient Time Constant, T''_d: _____ Seconds

4. Interconnecting Equipment Technical Data

Transformer Data ☐ Not Applicable

A copy of transformer Nameplate and Manufacturer's Test Report may be substituted

Transformer Primary (Volts): _____ ☐ Delta ☐ Wye ☐ Wye Grounded

Transformer Secondary (Volts): _____ ☐ Delta ☐ Wye ☐ Wye Grounded

Size: _____ KVA Transformer Impedance: _____ % on _____ KVA Base

Transformer Fuse Data ☐ Not Applicable

Attach fuse manufacturer's Minimum Melt & Total Clearing Time-Current Curves

☐ At Primary Voltage ☐ At Secondary Voltage

Manufacturer: _____ Type: _____ Size: _____ Speed: _____

Transformer Protection (if not fuse) ☐ Not Applicable

Please describe: _____

Generator Main Circuit Breaker ☐ Not Applicable

A copy of circuit breaker's Nameplate and Specification Sheet may be substituted

Manufacturer: _____ Type: _____

Continuous Load Rating (Amps): _____ Interrupting Rating (Amps): _____ Trip Speed (Cycles): _____

Feeder Circuit Breaker ☐ Not Applicable

Attach copy of any proposed Time-Overcurrent Coordination Curves

Manufacturer	Type	Style/Catalog No.	Proposed Setting

Current Transformer Data ☐ Not Applicable

Attach copy of Manufacturer's Excitation & Ratio Correction Curves

Manufacturer	Type	Accuracy Class	Proposed Ration Connection
			/5
			/5
			/5
			/5
			/5

EXHIBIT B

SUBSCRIBER ORGANIZATION-OWNED CBRE FACILITY AND INTERCONNECTION FACILITIES

1. CBRE Facility

a. Compliance with laws and standards.

(i) The CBRE Facility, CBRE Facility design, and CBRE Facility drawings shall meet all applicable national, state, and local laws, rules, regulations, orders, construction and safety codes, and shall satisfy the terms of the Interconnection Agreement, the SFC, and the Company's Distributed CBRE Facility Interconnection Standards, Technical Requirements ("Interconnection Standards"), as set forth in Rule 14, Paragraph H.1 of the Company's tariff.

(ii) This Agreement incorporates by reference the standards and requirements of Company Rule 14H; however, in the event of any conflict between this Agreement and Company Rule 14H, the provisions of this Agreement shall control.

b. Avoidance of adverse system conditions. The CBRE Facility shall be designed, installed, operated and maintained so as to prevent or protect against adverse conditions on the Company's system that can cause electric service degradation, equipment damage, or harm to persons, such as:

(i) Unintended islanding.
(ii) Inadvertent and unwanted re-energization of a Company dead line or bus.
(iii) Interconnection while out of synchronization.
(iv) Overcurrent.
(v) Voltage imbalance.
(vi) Ground faults.
(vii) Generated alternating current frequency outside of permitted safe limits.
(viii) Voltage outside permitted limits.
(ix) Poor power factor or reactive power outside permitted limits.
(x) Abnormal waveforms.

c. Specification of protection, synchronizing and control requirements. The Subscriber Organization shall provide the design drawings, operating manuals, manufacturer's brochures/instruction manual and technical specifications, manufacturer's test reports, bill of material, protection and synchronizing relays and settings, and protection, synchronizing, and control schemes for the CBRE Facility to the Company for its review, and the Company shall have the right to specify the protection and synchronizing relays and settings, and protection, synchronizing and control schemes that affect the reliability and safety of operation and power quality of the Company's system with which the CBRE Facility is interconnected ("Facility Protection Devices/Schemes").

d. Maximum Export. The net instantaneous MW output from the CBRE Facility may not exceed the Maximum Export capability, as set forth in Section 5 of this Agreement. The Company may take appropriate action to limit such net instantaneous MW output, pursuant to Company's Rule 14H, this Agreement and/or the SFC.

e. CBRE Facility protection and maintenance.

(i) The Subscriber Organization is solely responsible for securing and providing adequate protection for the CBRE Facility. The Subscriber Organization shall also perform vegetation management and other routine maintenance in accordance with manufacturer recommendations and intervals for purposes of maintaining the CBRE Facility in good working order. Subscriber Organization shall comply with all commercially reasonable requests of Company to update security and/or maintenance if required to prevent security breaches.

(ii) By the first day of each calendar quarter following the Commercial Operations Date, Subscriber Organization shall provide the Company in writing a projection of maintenance outages for the next calendar quarter. If, during the term of this Agreement, the CBRE Facility or any of the individual components of the CBRE Facility should be damaged or destroyed, or taken out of service for unscheduled maintenance, the Subscriber Organization shall provide the Company as soon as reasonably practicable following or in anticipation of such event, and promptly repair or replace the damaged or destroyed equipment at the Subscriber Organization's sole expense. If the time period for repair or replacement is reasonably anticipated to exceed one hundred eighty (180) days, the Company shall have the right to request to terminate this Agreement by written notice.

f. Information Security Requirements.

(i) Safety and Security Procedures. The Subscriber Organization shall maintain and enforce safety and security procedures to safeguard: all data provided by Company to Subscriber Organization pursuant to this Agreement or in any way connected with the CBRE Program and the administration of the CBRE Program including but not limited to Subscriber names, Subscriber account numbers and information on such accounts, Subscriber addresses, Subscriber rate schedules and Subscriber CBRE bill credit information ("Company CBRE Data"); and all information regarding Company's customers, customer lists, any of the data and testing results produced under this Agreement and any information identified by Company as confidential ("Company Customer Data" and together with Company CBRE Data, collectively referred to as "Company Confidential Information"); all generation and telemetry data provided by the Subscriber Organization to the Company ("SO Data"); in Subscriber Organization's possession, including Company Confidential Information that Subscriber Organization provides to any contractors, consultants, and other third parties retained by Subscriber Organization to assist Subscriber Organization to perform under this Agreement in the course of Subscriber Organization's performance pursuant to this Agreement. Subscriber Organization warrants that it shall (A) use the National Institute of Standards and Technology ("NIST") industry best practices for physical and systems security measures to prevent destruction, loss, alteration or unauthorized access to, use of, or tampering with, the CBRE Facility, Subscriber Organization software, and Company Confidential Information, including to protect the confidentiality and integrity of any of Company Confidential Information, operation of Company's systems, and to prevent viruses and similar destructive code from being placed in any software or data provided to Company, on Subscriber Organization's or Company's website, or in Subscriber Organization's or Company's programming; and (B) use NIST industry best practices physical security and precautionary measures to prevent unauthorized access or damage to the CBRE Facility, including to protect the

confidentiality and integrity of any of Company's Confidential Information as well as the operation of Company's systems. Subscriber Organization shall, at a minimum, protect Company's Confidential Information and provide the standard of care required by NIST cybersecurity requirements, and the same measures it uses to protect its own confidential information.

(ii) Exception to Certain NIST Requirements. Company, at its sole and absolute discretion, may waive the requirements concerning NIST industry best practices as set forth in subsection (i)(A) and (B) above provided that Subscriber Organization implements alternate measures that Company deems acceptable and not inconsistent with Company's standards with respect to (A) physical and systems security measures to prevent destruction, loss, alteration or unauthorized access to, use of, or tampering with, the CBRE Facility, software and Company's Confidential Information, including to protect the confidentiality and integrity of any of Company's Confidential Information, operation of Company's systems, and to prevent viruses and similar destructive code from being placed in any software provided to Company, on Subscriber Organization's or Company's website, or in Subscriber Organization's or Company's programming; and (B) physical security and precautionary measures to prevent unauthorized access or damage to the CBRE Facility, including to protect the confidentiality and integrity of any of Company's Confidential Information as well as the operation of Company's systems.

(iii) Security Breach. In the event that Subscriber Organization discovers or is notified of a breach, potential breach of security, or security incident at the CBRE Facility or of Subscriber Organization's systems (a "Security Breach"), Subscriber Organization shall immediately (i) notify Company of such Security Breach, whether or not such breach has compromised any of Company Confidential information, (ii) investigate and remediate the effects of the Security Breach, (iii) cooperate with Company with respect to any such Security Breach and provide necessary information on the Security Breach as requested by Company; and (iv) comply with all applicable privacy and data protection laws, including any notification obligations. Any remediation of any Security Breach will be at Subscriber Organization's sole expense.

(iv) "Subscriber" means a retail customer of the Company who owns a subscription of Subscriber Organization's CBRE project interconnected with the Company.

g. Subscriber Organization Interconnection Facilities.

(i) The Subscriber Organization shall furnish, install, operate and maintain interconnection facilities (such as circuit breakers, relays, switches, synchronizing equipment, monitoring equipment, and control and protective devices and schemes) designated by or acceptable to the Company as suitable for parallel operation of the CBRE Facility with the Company's system ("Subscriber Organization Interconnection Facilities"). Such facilities shall be accessible at all times to authorized Company personnel.

(ii) The Subscriber Organization shall comply with the Company's Interconnection Standards.

(iii) 1) Single-line diagram of the CBRE Facility, 2) relay list, trip scheme and settings of the CBRE Facility, 3) CBRE Facility Equipment List, and 4) three-line diagram, which identify the circuit breakers, relays, switches, synchronizing equipment, monitoring equipment, and control and protective devices and schemes, shall, after having

obtained prior written consent from the Company, be attached to Exhibit A and made a part hereof at the time the Agreement is signed. The single-line diagram shall include pertinent information regarding operation, protection, synchronizing, control, monitoring, and alarm requirements. The single-line diagram and three-line diagram shall expressly identify the point of interconnection of the CBRE Facility to the Company's system. The relay list, trip scheme and settings shall include all protection, synchronizing and auxiliary relays that are required to operate the CBRE Facility in a safe and reliable manner. The three-line diagram shall show potential transformer and current transformer ratios, and details of the CBRE Facility's configuration, including relays, meters, and test switches.

(iv) Subscriber Organization shall provide final as-built drawings of the Subscriber Organization Interconnection Facilities within thirty (30) days of the successful completion of the initial verification test. Within thirty (30) days of Company's receipt of the proposed as-built drawings, Company shall provide Subscriber Organization with either (A) its comments on the proposed as-built drawings or (B) notice of acceptance of the proposed as-built drawings as final as-built drawings. If Company provides comments on the proposed as-built drawings, Subscriber Organization shall incorporate such comments into a final set of as-built drawings and provide such final as-built drawings to Company within twenty (20) days of Subscriber Organization's receipt of Company's comments.

h. Approval of Design Drawings. The single-line diagram, relay list, trip scheme and settings of the CBRE Facility, and three-line diagram shall be approved by a Professional Electrical Engineer registered in the State of Hawaii prior to being submitted to the Company. Such approval shall be indicated by the engineer's professional seal on all drawings and documents.

i. [Reserved]

j. Schedule. The Company and the Subscriber Organization have agreed upon on a schedule for the progression of the CBRE Facility's construction (e.g., construction start date, Commercial Operations Date, etc.) and each Party has a copy of such schedule and agrees to use commercially reasonable efforts to adhere to such schedule.

2. Verification Testing.

a. Upon initial parallel operation of the CBRE Facility, or any time either (i) interface hardware or software is changed, or (ii) the Company observes that the Subscriber Organization is not in compliance with the operational and performance requirements specified in the Company's Rule 14H, this Agreement and/or the SFC, a verification test shall be performed. Such verification test shall include testing of the telemetry and control interface which allows the Company to remotely measure, monitor, evaluate and verify technical compliance, CBRE Facility performance, and power quality and, if necessary, control the CBRE Facility. A licensed professional engineer or otherwise qualified individual shall perform verification testing in accordance with the manufacturer's published test procedure. Qualified individuals include professional engineers, factory trained and certified technicians, and licensed electricians with experience in testing protective equipment. The Company reserves the right to witness verification testing or require written certification that the testing was performed.

b. Verification testing shall also be performed every four years. The Company reserves the right to perform, at its expense, additional verification testing. All verification tests prescribed by the manufacturer shall be performed. If wires must be removed to perform certain tests, each wire

and each terminal shall be clearly and permanently marked. The Subscriber Organization shall maintain verification test reports for inspection by the Company.

c. Inverters shall be verified once per year as follows: once per year the Subscriber Organization shall operate the Subscriber Organization system disconnect switch and verify the CBRE Facility automatically shuts down and does not reconnect with the Company's system until the Company's system continuous normal voltage and frequency have been maintained for a minimum of 5 minutes. The Subscriber Organization shall maintain a log of these operations for inspection by the Company.

d. Any system that depends upon a battery for trip power shall be checked once per month for proper voltage. Once every four (4) years the battery shall either be replaced or have a discharge test performed. The Subscriber Organization shall maintain a log of these operations for inspection by the Company.

e. Tests and battery replacements as specified in this section 2 of Exhibit B shall be at the Subscriber Organization's expense.

f. The CBRE Facilities may also be subject to an acceptance test and a control system acceptance test prior to initial parallel operation. The procedures for such tests will be provided to Subscriber Organization by the Company prior to executing this Agreement.

3. <u>Inspection of the CBRE Facility</u>.

a. The Company may, in its discretion and upon reasonable notice not to be less than 24 hours (unless otherwise agreed to by the Company and the Subscriber Organization), observe the construction of the CBRE Facility (including but not limited to relay settings and trip schemes) and the equipment to be installed therein.

b. Within fourteen days after receiving a written request from the Subscriber Organization to begin producing electric energy in parallel with the Company's system, the Company may inspect the CBRE Facility (including but not limited to relay settings and trip schemes) and observe the performance of the verification testing. The Company may accept or reject the request to begin producing electric energy based upon the inspection or verification test results.

c. If the Company does not perform an inspection of the CBRE Facility (including but not limited to relay settings and trip schemes) and observe the performance of verification testing within the fourteen-day period, the Subscriber Organization may begin to produce energy after certifying to the Company that the CBRE Facility has been tested in accordance with the verification testing requirements and has successfully completed such tests. After receiving the certification, the Company may conduct an inspection of the CBRE Facility (including but not limited to relay settings and trip schemes) and make reasonable inquiries of the Subscriber Organization, but only for purposes of determining whether the verification tests were properly performed. The Subscriber Organization shall not be required to perform the verification tests a second time, unless irregularities appear in the verification test report or there are other objective indications that the tests were not properly performed in the first instance.

d. The Company may, in its discretion and upon reasonable notice not to be less than 24 hours (unless an apparent safety or emergency situation exists which requires immediate inspection to resolve a known or suspected problem), inspect the CBRE Facility (including but not limited to relay settings and trip schemes) and its operations (including but not limited to the operation of control, synchronizing, and protection schemes) after the CBRE Facility commences

operations.

4. Operating Records and Procedures.

a. The Company may require periodic reviews of the maintenance records, and available operating procedures and policies of the CBRE Facility.

b. The Subscriber Organization must separate the CBRE Facility from the Company's system whenever requested to do so by the Company's System Operator pursuant to this Agreement. It is understood and agreed that at times it may not be possible for the Company to accept electric energy due to temporary operating conditions on the Company's system, and these periods shall be specified by the Company's System Operator. Notice shall be given in advance when these are scheduled operating conditions.

c. Logs shall be kept by the Subscriber Organization for information on unit availability including reasons for planned and forced outages; circuit breaker trip operations, relay operations, including target initiation and other unusual events. The Company shall have the right to review these logs, especially in analyzing system disturbance. Subscriber Organization shall maintain such records for a period of not less than six (6) years.

5. Changes to the CBRE Facility, Operating Records, and Operating Procedures.

a. The Subscriber Organization agrees that no material changes or additions to the CBRE Facility as reflected in the single-line diagram, relay list, trip scheme and settings of the CBRE Facility, CBRE Facility Equipment List, and three-line diagram shall be made without having obtained prior written consent from the Company, which consent shall not be unreasonably withheld.

b. As a result of the observations and inspections of the CBRE Facility (including but not limited to relay list, trip scheme and settings) and the performance of the verification tests, if any changes in or additions to the CBRE Facility, operating records, and operating procedures and policies are required by the Company, the Company shall specify such changes or additions to the Subscriber Organization in writing, and the Subscriber Organization shall, as soon as practicable, but in no event later than thirty (30) days after receipt of such changes or additions, respond in writing, either noting agreement and action to be taken or reasons for disagreement. If the Subscriber Organization disagrees with the Company, it shall note alternatives it will take to accomplish the same intent, or provide the Company with a reasonable explanation as to why no action is required by good engineering practice.

6. CBRE Facility Equipment List.

The CBRE Facility shall include the following equipment:

[Specific items to be attached as necessary. The CBRE Facility Equipment List, together with the single-line diagram, relay list and trip scheme, and three-line diagram, should be attached to this Exhibit B.]

EXHIBIT C

COMPANY-OWNED INTERCONNECTION FACILITIES

(To be filled out by Company)

1. Description of Company Interconnection Facilities

The Company will purchase, construct, own, operate and maintain all interconnection facilities required to interconnect the Company's system with the CBRE Facility at _____ volts, up to the point of interconnection.

The Company Interconnection Facilities, for which the Subscriber Organization agrees to pay, include:

[Need to specify the interconnection facilities. If no interconnection facilities, state "None".]

2. Subscriber Organization Payment to Company for Company Interconnection Facilities, Review of CBRE Facility, and Review of Verification Testing

The Subscriber Organization shall pay to the Company the total estimated interconnection cost to be incurred by the Company (Total Estimated Interconnection Cost), which is comprised of (i) the estimated cost of the Company Interconnection Facilities, (ii) the estimated engineering costs associated with a) developing the Company Interconnection Facilities and b) reviewing and specifying those portions of the CBRE Facility which allow interconnected operation, and iii) witnessing and reviewing the verification testing, which shall include testing of the telemetry and control interface which allows the Company to remotely measure, monitor, evaluate and verify technical compliance, CBRE Facility performance, and power quality and, if necessary, control the CBRE Facility. The following summarizes the Total Estimated Interconnection Cost:

Description	**Estimated Cost ($)** [If no cost, state "None".]
Total Estimated Interconnection Cost ($):	

The Total Estimated Interconnection Cost, which, except as otherwise provided herein, is non-refundable, shall be paid by the Subscriber Organization fourteen (14) days after receipt of an invoice from the Company, which shall be provided not less than thirty (30) days prior to start of procurement of the Company Interconnection Facilities.

Within thirty (30) days of receipt of an invoice, which shall be provided within fourteen (14) days of the final accounting, which shall take place within sixty (60) days of completion of construction of the Company Interconnection Facilities, the Subscriber Organization shall remit to the Company the difference between the Total Estimated Interconnection Cost paid to date and the total actual interconnection cost (Total Actual Interconnection Cost). The latter is comprised of (i) the total costs of the Company Interconnection Facilities, and (ii) the total engineering costs associated with a) developing the Company Interconnection Facilities and b) reviewing and specifying those portions of the CBRE Facility which allow interconnected operations as such are described in Exhibit A, and iii) reviewing the verification testing. If in fact the Total Actual Interconnection Cost is less than the payments received by the Company as the Total Estimated Interconnection Cost, the Company shall repay the difference to the Subscriber Organization within thirty (30) days of the final accounting.

If the Agreement is terminated prior to the Subscriber Organization's payment for the Total Actual Interconnection Cost (or the portion of this cost which has been incurred) or prior to the Company's repayment of the over collected amount of the Total Estimated Interconnection Cost (or the portion of this cost which has been paid), such payments shall be made by the Subscriber Organization or Company, as appropriate. If payment is due to the Company, the Subscriber Organization shall pay within thirty (30) days of receipt of an invoice, which shall be provided within fourteen (14) days of the final accounting, which shall take place within sixty (60) days of the date the Agreement is terminated. If payment is due to the Subscriber Organization, the Company shall pay within thirty (30) days of the final accounting.

All Company Interconnection Facilities shall be the property of the Company.

3. <u>Operation, Maintenance and Testing Costs</u>

The Company will bill the Subscriber Organization monthly and the Subscriber Organization will, within 30 days after the billing date, reimburse the Company for any costs incurred in operating, maintaining or testing the Company Interconnection Facilities. The Company's costs will be determined on the basis of outside service costs, direct labor costs, material costs, transportation costs, applicable overheads at time incurred and applicable taxes. Applicable overheads will include such costs as vacation, payroll taxes, non-productive wages, supervision, tools expense, employee benefits, engineering administration, corporate administration, and materials handling. Applicable taxes will include the Public Service Company Tax, and Public Utility Fee.

EXHIBIT D

FORM OF LETTER OF CREDIT

[Bank Letterhead]

[Date]

Beneficiary: [Hawaiian Electric Company, HELCO or MECO, as appropriate]
[Address]

[Bank's Name]
[Bank's Address]

Re: **[Irrevocable Standby Letter of Credit Number]**

Ladies and Gentlemen:

We hereby establish, in your favor, our irrevocable standby Letter of Credit Number _____ (this "Letter of Credit") for the account of **[Applicant's Name]** and **[Applicant's Address]** in the initial amount of $_____ **[dollar value]** and authorize you, Hawaiian Electric Company **[HELCO or MECO, as appropriate]** ("Beneficiary"), to draw at sight on **[Bank's Name]**.

Subject to the terms and conditions hereof, this Letter of Credit secures **[Project Entity Name]**'s certain obligations to Beneficiary under the Community-Based Renewable Energy Program Interconnection Agreement dated as of _____ between **[Project Entity Name]** and Beneficiary.

This Letter of Credit is issued with respect to the following obligations:_____.

This Letter of Credit may be drawn upon under the terms and conditions set forth herein.

Partial draws of this Letter of Credit are permitted. This Letter of Credit is not transferable. Drafts on us at sight shall be accompanied by a Beneficiary's signed statement signed by a representative of Beneficiary substantially as follows:

The undersigned hereby certifies that (i) I am duly authorized to execute this document on behalf of Hawaiian Electric Company **[HELCO or MECO, as appropriate]**, and [(ii) the amount of the draft accompanying this certification is due and owing to Hawaiian Electric Company **[or HELCO or MECO, as appropriate]** under the terms of the Interconnection Agreement dated as of _____, between _____, and Hawaiian Electric Company **[or HELCO or MECO, as appropriate**]] [(ii) the amount of the draft accompanying this certification is due and owing to Hawaiian Electric Company **[or HELCO or MECO, as appropriate]** under the terms of the Standard Form Contract dated as of _____, between _____, and Hawaiian Electric Company **[or HELCO or MECO, as appropriate**]] [(ii) the Letter of Credit will expire in less than thirty (30) days, it has not been replaced or extended and collateral is still required under Section ___ of the Interconnection Agreement*].

Such drafts must bear the clause "Drawn under **[Bank's Name and Letter of Credit Number _____ and date of Letter of Credit.]**"

* For draw relating to lapse of Letter of Credit while credit support is still required pursuant to the Standard Form Contract.

All demands for payment shall be made by presentation of originals or copies of documents, by facsimile transmission of documents to **[Bank Fax Number]** or other such number as specified from time to time by the bank, or by email transmission of documents to **[Bank Email Address]** or other such email address as specified from time to time by the bank. If presentation is made by facsimile transmission, you may contact us at **[Bank Phone Number]** to confirm our receipt of the transmission. Your failure to seek such a telephone confirmation does not affect our obligation to honor such a presentation. If presented by facsimile or email , original documents are not required.

This letter of credit shall expire one year from the date hereof. Notwithstanding the foregoing, however, this letter of credit shall be automatically extended (without amendment of any other term and without the need for any action on the part of the undersigned or Beneficiary) for one year from the initial expiration date and each future expiration date unless we notify you in writing at least thirty (30) days prior to any such expiration date that this letter of credit will not be so extended. Any such notice shall be delivered by registered or certified mail, or by FedEx, both to **[revise for HELCO or MECO, as appropriate]**:

Manager, CER Programs - CBRE
Hawaiian Electric Company, Inc.
220 South King Street, 12th Floor
Honolulu, Hawai‘i 96813

and to

SVP & Chief Financial Officer
Hawaiian Electric Company, Inc.
900 Richards Street, 4th Floor
Honolulu, Hawai‘i 96813

We hereby agree with drawers that drafts and documents as specified above will be duly honored upon presentation to **[Bank's Name]** and **[Bank's Address]** if presented on or before the then-current expiration date hereof.

Payment of any amount under this Letter of Credit by **[Bank]** shall be made as the Beneficiary shall instruct on the next Business Day after the date the **[Bank]** receives all documentation required hereunder, in immediately available funds on such date. As used in this Letter of Credit, the term "Business Day" shall mean any day other than a Saturday or Sunday or any other day on which banks in the State of Hawai‘i are authorized or required by law to be closed.

Unless otherwise expressly stated herein, this irrevocable standby letter of credit is issued subject to the rules of the International Standby Practices, International Chamber of Commerce publication no. 590 ("ISP98").

[Bank's Name]:

By:_____
[Authorized Signature]

APPENDIX IV

HAWAIʻI COMMUNITY BASED RENEWABLE ENERGY – PHASE 2

STANDARD FORM CONTRACT (LESS THAN 250 KW)

THIS STANDARD FORM CONTRACT FOR HAWAIʻI COMMUNITY BASED RENEWABLE ENERGY – PHASE TWO ("Contract") is entered into as of _____, 20__ (the "Effective Date"), by [Hawaiian Electric Company, Inc., Maui Electric Company, Ltd., Hawaiʻi Electric Light Company, Inc.], a Hawaiʻi corporation (hereafter called "Company") and _____ (hereafter called "Subscriber Organization"). Together, the Company and Subscriber Organization are the "Parties" and may singularly each be referred to as a "Party."

RECITALS

WHEREAS, Company is an operating electric public utility engaged in the generation, transmission, distribution, **[storage,]** regulation, or physical control of electricity ("Company System") on the Island of [Hawaiʻi, Maui, Oahu], subject to the Hawaiʻi Public Utilities Law (Hawaiʻi Revised Statutes, Chapter 269) and the rules and regulations of the Hawaiʻi Public Utilities Commission (hereinafter called the "PUC" or the "Commission"); and **[DRAFTING NOTE: This SFC is drafted to include a battery energy storage system ("BESS") as part of the CBRE Facility. References to the BESS and/or storage appear in bold text and brackets and will need to be revised to conform to specifics of each CBRE Project.]**

WHEREAS, the Company System is operated as an independent power grid and must both maximize system reliability for its customers by ensuring that sufficient generation is available that meets the Company's requirements for voltage stability, frequency stability, and reliability standards; and

WHEREAS, Subscriber Organization is an "approved Subscriber Organization," as defined in the Company's Community-Based Renewable Energy ("CBRE") Program Phase 2 Tariff ("CBRE Tariff"), and desires to operate a renewable energy generation system ("RE System") that is classified as an eligible resource under Hawaiʻi's Renewable Portfolio Standards Statute (codified as Hawaiʻi Revised Statutes (HRS) 269-91 through 269-95) and qualifies for the CBRE Program **[together with a safe, reliable and operationally flexible battery energy storage system ("BESS")]** so as to provide the Company System with those benefits and services associated with renewable energy generation **[and energy storage services**], as defined herein; and

WHEREAS, this Contract applies to RE Systems providing less than 250 kW and is entered into in accordance with the terms and conditions contained herein, the CBRE Tariff, the Interconnection Agreement (attached as Appendix III to the CBRE Tariff) and Company Rule 14, Paragraph H (Interconnection of Distributed Generating Facilities Operating in Parallel With The Company's Electric System) ("Rule 14H"); and

WHEREAS, concurrent with this Contract the Parties have executed the Interconnection Agreement which allows Subscriber Organization to interconnect and operate the CBRE Facility in parallel with the Company System so long as all applicable requirements and conditions of this Contract, the Interconnection Agreement, the CBRE Tariff and Rule 14H have been satisfied; and

WHEREAS, the RE System to be developed by the Subscriber Organization will be an established or planned electrical energy generation system with a nameplate capacity of _____ kilowatts of alternating current (AC) and

[WHEREAS, the BESS to be installed by the Subscriber Organization will be an electrical energy battery storage system with a nameplate capacity in kilowatt-hours [kWh] of_____; and] **[DRAFTING NOTE: REMOVE THIS RECITAL IF PROJECT DOES NOT INCLUDE BESS**]

WHEREAS, the RE System **[and BESS]** (hereinafter the "CBRE Facility") will be constructed and operated on property located at _____, Island of _____, State of Hawai'i ("CBRE Project") and more fully described in Exhibit A (Description of Generating Facility) [**and Exhibit A-1 (Additional Information for Generating Facilities that include an Energy Storage System) to the Interconnection Agreement]**; and

WHEREAS, Subscriber Organization desires to sell to Company, and Company agrees to purchase, subject to the terms and conditions set forth herein, the renewable energy produced by the CBRE Facility and exported to Company at the Point of Interconnection; and

WHEREAS, Subscriber Organization agrees that it and its subscribers shall be compensated by Company for renewable energy produced by the CBRE Facility and exported to the Company at the Point of Interconnection in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the premises and the respective promises herein, Company and Subscriber Organization hereby agree as follows:

AGREEMENT

1. DEFINITIONS. When the capitalized terms set forth in the Schedule of Defined Terms in Attachment A are used in this Contract, such terms shall have the meanings set forth in such Schedule.

2. SALE AND PAYMENT FOR RENEWABLE ENERGY.

A. Sale of Renewable Energy Produced by CBRE Facility

1. Effective upon the Commercial Operations Date, Subscriber Organization agrees to sell to Company, and Company agrees to purchase from Subscriber Organization, all of the renewable energy produced by the CBRE Facility and delivered to the Point of Interconnection, subject to and in accordance with the terms and conditions of this Contract.

2. Company may require Subscriber Organization to temporarily curtail, interrupt or reduce deliveries of renewable energy produced by the CBRE Facility as a result of circumstances described in and in accordance with Attachment B (Curtailment Block) to this Contract. A Curtailment Event will reduce the amount of renewable electrical energy the CBRE Facility is permitted to deliver to the Company.

3. Subscriber Organization shall not sell the renewable energy produced, stored or associated with the CBRE Facility, to any person or entity other than the Company during the Term of this Contract.

4. The Company will buy (through Bill Credits to the Subscribers) all Subscribed Energy generated by the CBRE Project and delivered to the Company during a particular Production Month at the current applicable "Credit Rate," as determined by the Phase 2 CBRE Tariff (hereinafter "Bill

Credit Rate").[1] Each Subscriber to the CBRE Program will receive a Bill Credit at the Bill Credit Rate for electricity generated attributable to the Subscriber's Subscription as detailed below.

5. The Company will buy (through payment to the Subscriber Organization) all Unsubscribed Energy generated by the CBRE Project and delivered to the Company during a particular Production Month at the Bill Credit Rate, subject to adjustment as detailed in Section 2(D) of this Contract.

B. Updating Monthly Subscription Information During Production Month; Invoicing Following Close of Production Month.

1. No later than the last Day of each Production Month, the Subscriber Organization shall provide to the Company any and all changes to the Monthly Subscription Information to be used for such Production Month by entering new or updating previously-entered data through the CBRE Online Portal. Such data to be entered or changed by the Subscriber Organization pursuant to this paragraph shall include additions, deletions or changes to the listing of Subscribers holding Subscriptions in the CBRE Facility, including any changes occurring by said last Day of such Production Month to the Subscriber's account number and service address attributable to each Subscription and the Subscriber Allocation for each Subscriber's Subscription.

2. For each Production Month, the purchase or transfer of all or any portion of a Subscriber's Allocation occurring on or before the 20th Day of such Production Month of which the Company is notified, as provided for in the preceding paragraph, shall have retroactive effect as of the first Day of such Production Month; the purchase or transfer of all or any portion of a Subscriber's Allocation occurring on or after the 21st Day of such Production Month, but prior to the first Day of the following Production Month, shall have effect as of the first Day of such following Production Month. Unsubscribed Energy of the CBRE Facility shall be recalculated as of the last Day of each Production Month to account for the effectiveness of such purchases and transfers as aforesaid.

3. By the fifth (5th) Business Day following each Production Month, Company shall provide the following information to Subscriber Organization for its use in computing the amount to be paid for the renewable energy purchased by Company during such Production Month:

   a. Production Meter data pertaining to renewable energy produced by the CBRE Facility and exported to the Company at the Point of Interconnection during such Production Month; and

   b. If applicable, amounts reasonably incurred by Company, and reimbursable by Subscriber Organization to Company under Section 7(D) of this Contract, during such Production Month for the maintenance, operation, and testing of the Production Meter and related infrastructure, and any other amounts due to Company under said Section 7(D).

4. By the tenth (10th) Business Day following each Production Month, Subscriber Organization shall submit to Company its monthly invoice for such Production Month detailing:

   a. A computation, based on the updated Monthly Subscriber Information for such Production Month as provided pursuant to Sections 2(B)1 and 2(B)2 of this Contract, of the Bill Credits

[1] Such Bill Credit Rate shall be either the Credit Rate specified in the Phase 2 CBRE Framework or as determined by Company in accordance with the "competitive credit rate procurement" or "CCRP" mechanism outlined in the Phase 1 CBRE Framework.

to which each Subscriber is entitled based on such Subscriber's Subscriber Allocation for such Production Month, to be applied to each Subscriber's retail electric bill; and

b. The dollar amount owing to Subscriber Organization for Unsubscribed Energy.

c. The dollar amount owing Company for the $25.00 (monthly) Production Meter Administration Fee and any other applicable Subscriber Organization Fees as set forth in Section 7(D) of this Contract. Amounts owed to Company shall appear on the monthly invoice as a credit against the amount owed to Subscriber Organization for Unsubscribed Energy.

C. Payment Procedures.

1. Payment for Unsubscribed Energy. By the twentieth (20^{th}) Business Day of the calendar month during which the invoice in question was received as provided in Section 2(B)4 of this Contract (but no later than the last Business Day of such calendar month if there are less than twenty Business Days in such month), Company shall pay Subscriber Organization the amount owing for the Unsubscribed Energy for the Production Month covered by such invoice as shown on such invoice, or provide to Subscriber Organization an itemized statement of its objections to all or any portion of such invoice and pay any undisputed amount.

2. Late Payments. Notwithstanding all or any portion of such invoice in dispute, any payment for the Unsubscribed Energy not made to Subscriber Organization by the payment deadline established in the preceding paragraph shall accrue simple interest at the Prime Rate for the period from that payment deadline until the outstanding interest and invoiced Unsubscribed Energy amount (or amount due to Subscriber Organization if determined to be less than the invoiced Unsubscribed Energy amount) are paid in full. Partial payments for Unsubscribed Energy shall be applied first to outstanding interest and then to outstanding invoice amount for the Unsubscribed Energy.

3. Payment for Subscribed Energy. The sole means of payment for each Subscriber's Subscriber Allocation during the Production Month covered by the invoice, shall be by a Bill Credit on such Subscriber's retail electric bill for all undisputed amounts. Because not all of Company's customers have the same billing cycle, the timing of the appearance of the Bill Credit will vary with the Subscriber's billing cycle, but Company shall cause the Bill Credit to appear on each Subscriber's retail electric bill no later than two (2) billing cycles for such Subscriber following the date Company makes payment to Subscriber Organization for Unsubscribed Energy on the corresponding invoice. The Production Month upon which the Bill Credit is based shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

4. For purposes of applying the Bill Credit to each Subscriber's retail electric bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Subscriber Organization via the CBRE Online Portal as set forth in Sections 2(B)1 and 2(B)2 of this Contract.

5. Error In Allocation**.** If there is a breach, error or changed circumstances resulting in some production from the CBRE Facility being assigned in excess of a Subscriber's allowable Subscriber Allocation under the CBRE Tariff, then the Company may treat this excess as Unsubscribed Energy and not provide a Bill Credit to any Subscriber for any such excess production. Payment to the Subscriber Organization for such Unsubscribed Energy shall only

occur if no corresponding Bill Credit is made to a Subscriber, or if already allocated, if such allocation is corrected and withdrawn from such Subscriber, the intent of the parties herein is to ensure that no production from the CBRE Facility is double-counted to any Subscriber and/or Subscriber Organization.

D. Adjusting Bill Credit Rate for Unsubscribed Energy.

1. The amount the Company shall pay for the Unsubscribed Energy produced and exported by the CBRE Facility during a particular Production Month shall be determined as follows:

   a. For the first six (6) Production Months from and including the Commercial Operations Date, Company shall pay Subscriber Organization for Unsubscribed Energy at the Bill Credit Rate.

   b. Beginning with the seventh Production Month following the Commercial Operations Date, the price to be paid to Subscriber Organization for Unsubscribed Energy shall be recalculated as follows:

      i. If the Unsubscribed Energy as of the last Day of such Production Month, as recalculated to account for purchases and transfers as set forth in Section 2(B)2 of this Contract, does not exceed 15% of the total of the renewable energy accepted by Company during such Production Month in accordance with this Contract, Company shall pay Subscriber Organization the Bill Credit Rate for the Unsubscribed Energy accepted by Company during such Production Month.

      ii. However, if the Unsubscribed Energy as of the last Day of such Production Month, as recalculated to account for purchases and transfers as set forth in Section 2(B)2 of this Contract, exceeds 15% of the total of the renewable energy accepted by Company during such Production Month in accordance with this Contract, the price Company shall pay Subscriber Organization for the Unsubscribed Energy accepted by Company during such Production Month shall be discounted by the percentage of Unsubscribed Energy. For example, if the Unsubscribed Energy is 40%, the Bill Credit Rate shall be discounted by 40% for Unsubscribed Energy accepted by the Company during such Production Month.

2. The CBRE Facility shall be required to have a minimum of four (4) individual Subscribers at all times. For a period of six (6) Production Months following the Commercial Operations Date, the Subscriber Organization shall incur no payment reduction for Unsubscribed Energy if the CBRE Facility should fall below this minimum number of Subscribers. Effective after six (6) Production Months, the following shall be placed into effect for the remainder of the term of the CBRE Facility:

   a. If the CBRE Facility does not have the minimum 4 individual Subscribers for any Production Month, the unmet percentage of Subscribers to the minimum number of four (4) required Subscribers shall reduce the Subscriber Organization's Bill Credit Rate used for compensation for Unsubscribed Energy delivered shall be reduced by such percentage. For example, if the CBRE Facility has only 3 Subscribers for any given month, the unmet number of Subscribers is 1 and the percentage to the 4 minimum Subscribers required will be 25% and the Subscriber Organization's Credit Rate for the next month will be reduced by 25%.

   b. If the Subscriber Organization's Unsubscribed Energy for the CBRE Facility is also greater than 15% in such month, the Bill Credit Rate for compensation for Unsubscribed Energy

delivered in the next month shall be reduced by the sum of the percentage determined from sub-part D.2.a. above plus the percentage of Unsubscribed Energy for that month.

c. If the Subscriber Organization does not have a minimum of four (4) individual Subscribers but does not have any Unsubscribed Energy, the CBRE Facility shall be subject to equivalent liquidated damages as specified below. Continued failure to achieve the minimum 4 Subscribers for over one year could result in termination and removal from the CBRE Program in accordance with the CBRE Tariff.

Method to Determine Payment Reduction for Failure to Maintain Minimum Number of Subscribers. The percentage determined in sub-part D.2.a. above shall be multiplied by the applicable kWh delivered in such month and such amount shall be multiplied by the applicable Credit Rate (the sub-part D.2.a. percentage * the applicable Bill Credit Rate) to equal a dollar amount liquidated damages for the Subscriber Organization's failure to maintain the requisite number of Subscribers for any given month.

3. Residential Customer Requirement. 40% of the Contract Capacity of the CBRE Facility shall be reserved for individual subscriptions for residential Subscribers (as defined in the CBRE Tariff). For a period of six (6) Production Months following the Commercial Operations Date, the Subscriber Organization shall incur no payment reduction if it should fall below this minimum percentage of residential Subscribers. Effective after six (6) Production Months, the following shall be placed into effect for the remainder of the term of the CBRE Facility

a. If the CBRE Facility does not have the minimum 40% residential Subscribers for any month, the difference in percentage between the CBRE Facility's actual residential Subscriber percentage and the 40% minimum shall reduce the Subscriber Organization's Bill Credit Rate for compensation for Unsubscribed Energy delivered by a factor equal to one-fourth (0.25) of such percentage difference. For example, if the CBRE Facility's residential Subscriber percentage is 30%, the difference, 10%, from the 40% minimum requirement, shall be multiplied by 0.25 (10% * 0.25 = 2.5%). The 2.5% result shall reduce the Bill Credit Rate for Unsubscribed Energy for that month by such percentage.

b. If the Subscriber Organization's Unsubscribed Energy for the CBRE Facility is also greater than 15% in such month, the compensation for Unsubscribed Energy delivered in that month shall be reduced by the sum of the percentage payment reduction for the unmet residential Subscriber percentage plus the percentage of Unsubscribed Energy for that month.

c. If the Subscriber Organization does not have the required minimum percentage of residential Subscribers but does not have any Unsubscribed Energy, the CBRE Facility shall be subject to an equivalent penalty as specified below. Continued failure to achieve this minimum percentage of residential Subscribers for more than one year could result in termination and removal from the CBRE Program in accordance with the CBRE Tariff.

Method to Determine Payment Reduction for Failure to Maintain Minimum Residential Subscribers. The percentage determined in sub-part D.3.a. above shall be multiplied by the applicable kWh delivered in such month and such amount shall be multiplied by the applicable Credit Rate (the sub-part D.3.a. percentage * the applicable Bill Credit Rate) to equal a dollar amount liquidated damages for the Subscriber Organization's failure to maintain the requisite percentage of residential Subscribers for any given month.

E. **Company's Obligation to Provide Curtailed Energy Data.** By the fifth (5th) Business Day of each calendar month, Company shall provide Subscriber Organization, with a written report as set forth in Attachment C to this Contract (the "Curtailment Report") identifying each Curtailment Event during the preceding calendar month. The Curtailment Report will include the start and end time of each Curtailment Event and the reason for curtailment. The Curtailment Report shall not include curtailment instituted by Subscriber Organization or curtailment for scheduled maintenance.

F. **Limitations Period.** All Subscriber Organization claims for adjustments shall be submitted to the Company within three years of the end of the calendar month covered by the invoice on which the adjustment amount in question was invoiced or should have been invoiced. Claims not submitted to the Company by the end of such three-year period shall be deemed to have been waived.

G. **Company's Billing Records**. Subscriber Organization, after giving reasonable advance written notice to Company, shall have the right during Company's normal working hours on Business Days to review all billing, metering and related records necessary to verify the accuracy of the data provided by Company regarding payments and credits for the exported energy produced by the CBRE Facility. Company shall maintain such records for a period of not less than thirty-six (36) months.

H. **Subscriber Organization Responsibility for Billing Inaccuracies.** The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Subscriber Organization for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the CBRE Facility and the beneficial share of renewable energy exported by the CBRE Facility, or the share of Unsubscribed Energy, shall be the full responsibility of the Subscriber Organization, unless such inaccuracies are caused by the Company.

3. HOUSE POWER.

The Company will sell House Power to the CBRE Facility under the rate schedule in force for the class of customer to which the Subscriber Organization belongs. A separate meter to record energy delivered to the CBRE Facility may be installed by the Company. The Subscriber Organization shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company's Electric Rate Book. The Subscriber Organization shall obtain House Power solely through separately metered retail service and shall not obtain House Power through any other means and waives any regulatory or other legal claim or right to the contrary. Because the Subscriber Organization must make all energy produced by the CBRE Facility available to the Company, the CBRE Facility may not use the energy it generates to be consumed by it. It may not net-out or use energy it generates for House Power. The Parties acknowledge and agree that the performance of their respective obligations with respect to House Power shall be separate from this Contract and shall be interpreted independently of the Parties' respective obligations under this Contract. Notwithstanding any other provision in this Contract, nothing with respect to the arrangements for House Power shall alter or modify the Subscriber Organization's or the Company's rights, duties and obligations under this Contract. This Contract shall not be construed to create any rights between the Subscriber Organization and the Company with respect to the arrangements for House Power.

4. METERING REQUIREMENTS, CHARGES AND TESTING.

A. Company shall install, operate and maintain for the benefit of the CBRE Facility a revenue metering package suitable for measuring the export of renewable energy (AC) produced by the CBRE Facility in kilowatts and kilowatt-hours on a time-of-day basis and reactive power flow in kilovars and true root mean square kilovar-hours (the "Production Meter"). The metering point for the

Production Meter shall be as close as possible to the Point of Interconnection as allowed by Company.

Subscriber Organization, subject to Company review and approval, shall purchase, install, and maintain the infrastructure and other related equipment ("Meter Infrastructure") including meter housing, socket replacement and rewiring as required to install the Production Meter and any additional service meter(s), including such meters for measuring House Power. Subscriber Organization shall install the Meter Infrastructure in adherence with requirements set forth in the latest edition of the Company's Electric Service Installation Manual (ESIM). Company shall test the Production Meter prior to installation and at the request and expense of the Subscriber Organization.

Subscriber Organization shall reimburse Company for the costs reasonably incurred for the purchase and installation of the Production Meter. Subscriber Organization shall be responsible for the ongoing costs incurred by Company to operate, maintain (including maintenance replacements) and test the Production Meter during the Term.

B. **Metering Charge per Month: $25.00**. Subscriber Organization shall be charged each month during the Term an administrative metering fee of a $25.00 for the Production Meter. The administrative metering fee is addition to the costs associated with the purchase, installation, maintenance and testing of the Production Meter and Meter Infrastructure.

C. **Meter Testing.** Company shall provide at least twenty-four (24) hours' notice to Subscriber Organization prior to any test it may perform on the Production Meter or metering equipment. Subscriber Organization may request tests in addition to the every fifth-year test and Subscriber Organization shall pay the cost of such tests. Company may perform tests in addition to the fifth-year test and Company shall pay the cost of such tests. If any of the meters or metering equipment is found to be inaccurate at any time, as determined by testing in accordance with this Section, Company shall promptly cause such equipment to be made accurate, and the period of inaccuracy, as well as an estimate for correct meter readings, shall be determined as provided in Company's Tariff Rule No.11[Billing Error, Meter Tests and Adjustment for Meter Errors].

5. [RESERVED]

6. INTERCONNECTION AGREEMENT; REQUIREMENTS. The Subscriber Organization must sign the Company's Interconnection Agreement and comply with all of the terms and conditions of that Interconnection Agreement except as otherwise specified in this Contract. In the event of any inconsistency or conflict between the terms and provisions of this Contract and the Interconnection Agreement, the terms and provisions of the Interconnection Agreement shall control.

7. CBRE TARIFF REQUIREMENTS.

A. The Subscriber Organization shall comply with and assure that the requirements of the CBRE Framework and CBRE Tariff applicable to the CBRE Facility are met.

B. Subscriber Organization shall require all prospective Subscribers to execute a Subscription Agreement as a precondition to enrollment as a Subscriber in the CBRE Facility. The Subscription Agreement must satisfy the requirements of the CBRE Tariff, CBRE Framework, this Contract and any additional guidance from the PUC. Prior to executing the Subscription Agreement, the Subscriber Organization shall make to the Subscriber the disclosures required under the Disclosure

Checklist (Appendix II to the CBRE Tariff). A copy of the Disclosure Checklist signed by both the Subscriber Organization and the Subscriber shall be attached to the executed Subscription Agreement. The Subscriber Organization shall also disclose to the Subscriber that a failure to pay such Subscriber's monthly retail electric bill that results in Company issuance of a disconnection notice will result in forfeiture of Bill Credits for the duration of such disconnection. For each Subscriber, there must be a completed and fully executed Subscriber Agency Agreement and Consent Form (Appendix I to the CBRE Tariff). which is delivered to the Company prior to the Commercial Operations Date, or prior to adding each Subscriber.

C. **Funds Received From Subscribers Prior to the Commercial Operations Date**. Any payments made to Subscriber Organization by Subscribers prior to the Commercial Operations Date shall be deposited into an escrow account ("Pre-COD Escrow") and may not be withdrawn from the Pre-COD Escrow by the Subscriber Organization until the Commercial Operations Date. The Pre-COD Escrow must conform to the CBRE Tariff, CBRE Framework, applicable Laws and any additional guidance from the PUC.

D. **Subscriber Organization Fees.** Subscriber Organization shall pay to Company the following fees:

- $250 Application Fee
- All applicable late fees for failure to meet Commercial Operations Date
- All applicable interconnection costs, fees and expenses, including costs associated with acquisition and installation of the Production Meter
- All applicable costs for the operation, maintenance and testing of the Production Meter
- $5/kW AC Program Administration Fee (annually), from the Commercial Operations Date
- $25.00 (monthly) Production Meter Administration Fee
- Such other fees as the PUC may establish for the CBRE Program

If Company does not set off the amount of these fees against Company payments to Subscriber Organization for Unsubscribed Energy, Company shall invoice Subscriber Organization for payment to Company of the foregoing fees. Subscriber Organization shall make payment to Company within 15 Days of Subscriber Organization's receipt of such invoice.

E. **Compliance.** The Subscriber Organization shall be responsible for ensuring that the equipment installed at the CBRE Facility meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation.

Subscriber Organization shall comply with all of the rules stated in the Company's applicable electric tariff rules related to the CBRE Program, as the same may be revised from time to time, and this Contract, as may be amended from time to time, as allowed by an amendment to this Contract approved, or deemed approved, by the PUC. In the event of any conflict between the terms of this Contract and Company's electric tariff rules related to the CBRE Program, the provisions of the tariff shall control.

F. **Project Completion**.

1. The Subscriber Organization shall achieve the Commercial Operations Date for the CBRE Facility within eighteen (18) months from the execution date of this Contract, as the same may be extended as provided herein or in the CBRE Tariff (the "Commercial Operations Date Deadline"), which shall in no event be later than December 1, 2024, unless permitted by the CBRE Tariff. The Commercial Operations Date Deadline shall be extended day-for-day for a CBRE Facility that, in the Company's determination, has suffered a Force Majeure event (as set forth Section 21(j) of the Interconnection Agreement) prior to the Commercial Operations Date, or for any delay caused by Company.

2. Notwithstanding the foregoing, a local-government moratorium to issuing a permit may extend the 18-month Project Completion period for no more than an additional 6 months. Failure to seek a permit, delay in seeking a permit, or permit-processing time not subject to a moratorium is not included in this 6-month extension.

3. If Substantial Progress has been achieved, but the Commercial Operations Date has not been achieved by the Commercial Operations Date Deadline, and Subscriber Organization still intends to complete its CBRE Facility, then the Subscriber Organization shall pay a "late fee" to Company of $200/day/MW nameplate capacity of the RE System until the CBRE Facility achieves the Commercial Operations Date. For example, if a RE System has a nameplate capacity of 100 kW, and it achieves the Commercial Operations Date 30 Days late, the "late fee" would be $600. The "late fee" shall be paid to Company before the Commercial Operations Date. However, if Company fails to collect in full such amount by this date, such unpaid amount may be included as part of the actual costs of interconnection under the Interconnection Agreement. All "late fee" payments received by Company will be credited back to offset the costs to the Company ratepayers for the CBRE Program. A prerequisite to showing that Substantial Progress has been achieved in a timely manner is that before the Commercial Operations Date Deadline the Subscriber Organization must submit a signed letter to Company attesting to the fact that Substantial Progress as defined in this Contract has been made, and attach photographs to that letter demonstrating this.

4. If: (1) Substantial Progress has not been achieved by the Commercial Operations Date Deadline, or (2) Subscriber Organization does not wish to complete its CBRE Facility upon the Commercial Operations Date Deadline, or (3) the Commercial Operations Date that is extended due to a permit issuance moratorium is not achieved within six (6) months from the originally required Commercial Operations Date Deadline, then the application for the CBRE Facility and this Contract will be terminated and canceled and the corresponding Interconnection Agreement will be terminated by Company without further notice. No additional concurrence from the CBRE IO shall be necessary for such termination. The Application Fee and any other deposits paid by the Subscriber Organization shall be forfeited.

5. After termination, the Subscriber Organization, if it still intends to proceed with the CBRE Facility, must submit a new application and pay any applicable deposit and/or fees which will be subject to the then current CBRE Tariff, Bill Credit Rate and other applicable CBRE requirements for new projects, including CBRE Program capacity availability.

G. Financial Compliance.

1. If Company reasonably believes the provisions of this Section 7.G apply to the CBRE Facility, Company shall notify Subscriber Organization in writing and Subscriber Organization shall provide or cause to be provided to Company on a timely basis, all information, including but not limited to information that may be obtained in any audit referred to below (the "Financial Compliance Information"), reasonably requested by Company for purposes of permitting Company and its parent company, Hawaiian Electric Industries, Inc. ("HEI") to comply with the requirements (initial and on-going) of (i) the accounting principles of Financial Accounting Standards Board ("FASB") Accounting Standards Codification 810, Consolidation ("FASB ASC 810"), (ii) FASB ASC 842 Leases ("FASB ASC 842"), (iii) Section 404 of the Sarbanes-Oxley Act of 2002 ("SOX 404") and (iv) all clarifications, interpretations and revisions of and regulations implementing FASB ASC 810, FASB ASC 842, and SOX 404 issued by the FASB, Securities and Exchange Commission, the Public Company Accounting Oversight Board, Emerging Issues Task Force or other Governmental Authorities. In addition, if required by Company in order to meet its compliance obligations, Subscriber Organization shall allow Company or its independent auditor to audit, to the extent reasonably required, Subscriber Organization's financial records, including its system of internal controls over financial reporting; provided, however, that Company shall be responsible for all costs associated with the foregoing, including but not limited to Subscriber Organization's reasonable internal costs. Company shall limit access to such Financial Compliance Information to Company and HEI personnel involved with such compliance matters and restrict any Company or HEI personnel involved in Company's monitoring, dispatch or scheduling of the Subscriber Organization and/or the CBRE Facility, the administration of this Contract, or in developing potential CBRE projects, from having access to such Financial Compliance Information (unless approved in writing in advance by Subscriber Organization).

2. Confidentiality. As a condition to obtaining the Financial Compliance Information, Company shall, and shall cause HEI to, maintain the confidentiality of said Financial Compliance Information pursuant to a mutually agreed to confidentiality and non-disclosure agreement to be executed among Company, HEI and Subscriber Organization.

3. Consolidation. Company does not want to be subject to consolidation as set forth in FASB ASC 810, as issued and amended from time to time by FASB. Company represents that, as of the Effective Date, it is not required to consolidate Subscriber Organization into its financial statements in accordance with FASB ASC 810. If for any reason, at any time during the Term, Company determines, in its sole but good faith discretion, that it is required to consolidate Subscriber Organization into its financial statements in accordance with FASB ASC 810, then Subscriber Organization shall immediately provide audited financial statements (including footnotes) in accordance with U.S. generally accepted accounting principles (and as of the reporting periods Company is required to report thereafter) in order for Company to consolidate and file its financial statements within the reporting deadlines of the Securities and Exchange Commission. Notwithstanding the foregoing requirement that Subscriber Organization provide audited financial statements to Company, the Parties will take all commercially reasonable steps, which may include modification of this Contract to eliminate

the consolidation treatment, while preserving the economic "benefit of the bargain" to both Parties.

H. **Audits.** The Company reserves the right to inspect the CBRE Facility as necessary to assure the safety and reliability of the system at any time during the Term, and for an additional period of one (1) year thereafter.

I. **Capacity Limit**. The CBRE Facility must have a nameplate capacity of less than 250 kilowatts of alternating current (AC) .

J. **No Relocation**. The RE System **[and BESS]** shall be located at the CBRE Facility as shown in its application at all times during the Term.

K. **Disclosure of Production Information.** The Subscriber Organization acknowledges and agrees that, in order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber's retail electric bills, the Company may be required and shall be permitted to provide access or otherwise disclose and release to any Subscriber any and all production data related to the RE System **[and BESS]** in its possession and information regarding the total Bill Credits applied by the Company with respect to the CBRE Facility and any information pertaining to a Subscriber's Subscription. Any additional detailed information requested by a Subscriber shall be provided only upon the Subscriber Organization's consent in writing or email to the Company, or unless the Public Utilities Commission or the CBRE IO requests that the Company provide such information to the Subscriber, or as otherwise required by law.

L. **Disclosure of CBRE Facility Information**. The Subscriber Organization acknowledges and agrees that the Company may publicly disclose the CBRE Facility location, Subscriber Organization, nameplate capacity and production data of the CBRE Facility. Additionally, the Company will periodically provide a bill message to Subscribers clarifying that questions or concerns related to their Subscription should be directed to the Subscriber Organization, including a statement that the Subscriber Organization is solely responsible for resolving any disputes with the Company or the Subscriber about the accuracy of the CBRE Facility data and that the Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.

M. **Certain Tax and Securities Law Issues.** The Company makes no warranty or representation concerning the taxable consequences, if any, to Subscriber Organization or its Subscribers with respect to its Bill Credits to the Subscribers for participation in the CBRE Facility. Additionally, the Company makes no warranty or representation concerning the implication of any federal or state securities laws on how Subscriptions to the CBRE Facility are handled.

N. **Full Cooperation with the PUC**. The Parties agree to fully cooperate with any request for information from the PUC or the CBRE IO pertaining in any way to the CBRE Facility and will provide such information upon request in a timely manner. To the extent to which any request calls for producing a specific Subscriber's Confidential Account Information, Subscriber Energy Usage Data or Bill Credits, such information shall be provided and marked as Confidential Information.

O. **New Energy Generating Systems.** The RE System must not be built or previously interconnected at the time of application to the CBRE Program.

P. **Fair Disclosure; Disclosure Checklist.** Prior to the time when any person or entity becomes a Subscriber, the Subscriber Organization will fairly disclose the future costs and benefits of the

Subscription and all other matters specified in the Disclosure Checklist and provide to the potential Subscriber a copy of this Contract. The Subscriber Organization shall comply with all other requirements of the PUC and applicable Laws with respect to communications with Subscribers.

8. REQUIREMENTS APPLICABLE TO SUBSCRIBER ORGANIZATION'S RELATIONSHIP WITH ITS SUBSCRIBERS.

The Subscriber Organization must comply with all of the following:

A. **Subscriber Information**. The Subscriber Organization shall issue Subscriptions in the CBRE Facility only to eligible retail electric service customers of the Company and provide to the Company the name, account number and service address attributable to each Subscription and the Subscriber Allocation for each Subscriber's Subscription. The Subscriber Organization shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing a Subscriber's Confidential Account Information, Subscriber Energy Usage Data, or Bill Credits. The Subscriber Organization will not disclose or share such information except as permitted by the Subscriber Agency Agreement and Consent Form executed by Subscriber in connection with Subscriber's acquisition of its Subscription in the CBRE Facility or otherwise unless the Subscriber has provided explicit informed consent or if such disclosure is compelled by Law.

B. **Subscriber Transfer or Exit.**

The transfer, cancellation, termination and/or exit of a Subscriber's interest in the CBRE Facility shall be completed in full accordance with all applicable CBRE Program rules, in addition to any other terms, conditions or requirements imposed by the Subscriber Organization in the Subscriber Agreement, which Subscriber Organization shall ensure is also consistent with and in compliance with applicable CBRE Program rules. The CBRE Rule 29 Tariff requirements shall take precedence over any inconsistent or conflicting provisions found in the Subscriber Agreement.

C. **Updating Subscriber Information**. The Subscriber Organization shall provide to the Company the Monthly Subscriber Information together with any and all updates to the Monthly Subscription Information as provided in Rule 29 Part I: Sections B.10.b.iii and B.11.a.iii.

D. **Responsibility for Verification**. The Subscriber Organization shall verify that each Subscriber is eligible to be a Subscriber in the CBRE Facility and that the CBRE Tariff requirements are met.

9. **EVENTS OF DEFAULT BY SUBSCRIBER ORGANIZATION**. The occurrence of any of the following shall constitute an "Event of Default" by Subscriber Organization:

A. If at any time during the Term, Subscriber Organization delivers or attempts to deliver to the Point of Interconnection for sale under this Contract renewable energy that was not produced by the CBRE Facility and Subscriber Organization fails to cease such delivery or attempt to deliver such renewable energy within ten (10) Days after Company's written notice of such delivery or attempt.

B. If any representation or warranty made to Company by Subscriber Organization herein is false and misleading in any material respect when made.

C. If at any time subsequent to the Commercial Operations Date, Subscriber Organization fails to provide renewable energy to Company for a period of three hundred sixty-five (365) or more

consecutive Days, unless such failure is caused by the inability of Company to accept such renewable energy.

D. Subscriber Organization becomes insolvent, or makes an assignment for the benefit of creditors; or shall have an order for relief in an involuntary case under the bankruptcy Laws as now or hereafter constituted entered against it, or shall commence a voluntary case under the bankruptcy Laws as now or hereafter constituted, or shall file any petition or answer seeking for itself any arrangement, composition, adjustment, liquidation, dissolution or similar relief to which it may be entitled under any present or future Law; or seeks or consents to or acquiesces in the appointment of or taking possession by, any custodian, trustee, receiver or liquidator of it or of all or a substantial part of its properties or assets; or takes action looking to its dissolution or liquidation, and Subscriber Organization is unable to remedy such actions within one hundred eighty (180) Days of the occurrence of such breach or default.

E. Other than the events of default specified in Sections 9.(A), (B) and (C) above, Subscriber Organization, by act or omission, materially breaches or defaults on any material covenant, condition or other provision of this Contract, if such breach or default is not cured within thirty (30) Days after written notice of such breach or default from Company; provided, however, that if it is objectively impossible to cure such breach or default within said thirty (30) Day period, then, for so long as Subscriber Organization is making the same effort to cure such breach or default as would be expected of an experienced independent power producer willing and able to exert commercially reasonable efforts to achieve such cure, Subscriber Organization shall have a cure period equal to three hundred sixty five (365) Days beginning on the date of Company's written notice of such breach or default.

F. Subscriber Organization fails to comply with the terms and conditions or fails to assure compliance with the terms and conditions of the (1) Interconnection Agreement or (2) CBRE Tariff, if such breach or default is not cured within thirty (30) Days after written notice of such breach or default from Company.

G. Company provides written notice to Subscriber Organization to terminate the Interconnection Agreement upon the conditions stated therein.

10. REMEDIES FOR BREACH.

A. In the event of any Event of Default by the Subscriber Organization, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively.

B. For any Event of Default by the Subscriber Organization:

(1) Company shall provide written notice to the Subscriber Organization to remedy the Event of Default within the applicable cure period specified for such Event of Default, if any.

(2) If after the cure period, if any, provided for in the Company's notice the Subscriber Organization is still not in compliance with this Contract, then the Company shall have the right to request to terminate the Contract via a Notice of Intent to Terminate and Request for IO Concurrence to the IO (the "Notice to IO").

(3) If the CBRE IO concurs with the Company's request to terminate the Contract, the Company shall provide written notice to Subscriber Organization and Subscriber Organization

shall have five (5) Business Days to provide proof that Company's and CBRE IO's determination to terminate the Contract is in error.

(4) If the Subscriber Organization fails to provide such proof or if the Company and the CBRE IO reasonably determine that such proof is insufficient to reverse the Company's decision to terminate, Company may proceed to terminate the Contract by providing a written notice of termination to Subscriber Organization. A copy of such notice shall be provided to all Subscribers of the CBRE Facility, the CBRE IO and the PUC.

(5) The termination date in the notice of termination shall not be earlier than thirty (30) Days from the date of such notice.

C. In the event of an Event of Default by the Subscriber Organization for which the Company sends a written notice pursuant to this Section 10, Company shall also send a copy of the notice as soon as practicable to any financing party for the CBRE Facility whose contact information has been provided to the Company. Any such financing party shall have the right to cure the alleged breach within the cure period provided in Section 9 and Company agrees to accept any such cure as if made by the Subscriber Organization. The Company shall be under no obligation to provide any such financing party with any information contrary to the Data Privacy Commitments set forth in Exhibit 1 to the Subscriber Agency Agreement and Consent Form. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Subscriber Organization unless the Subscriber Organization has provided written consent to the Company permitting the release to the financing party of such confidential information.

D. Subscriber Organization acknowledges that Company is a public utility and is relying upon Subscriber Organization's performance of its obligations under this Contract, and that Company and/or its customers may suffer irreparable injury as a result of the failure of Subscriber Organization to perform any of such obligations, whether or not such failure constitutes an Event of Default or otherwise gives rise to one or more of the remedies set forth in this Section 10. Accordingly, the remedies set forth in this Section 10 shall not limit or otherwise affect Company's right to seek specific performance injunctions or other available equitable remedies for Subscriber Organization's failure to perform any of its obligations under this Contract, irrespective of whether such failure constitutes an Event of Default.

E. In the event of any breach of this Contract by Company, the Subscriber Organization shall provide Company with a written notice of the breach. Company shall have up to thirty (30) Days to cure the breach. If the breach is not cured within the thirty (30) Days, the Subscriber Organization may utilize the procedures set forth in Section 12. If the breach results in Bill Credits not being issued to one or more individual Subscribers, in the absence of a cure by Company within the allowed time following the notice, the applicable Subscriber(s) may also seek a remedy for any past due Bill Credits from the PUC pursuant to the CBRE Tariff.

11. LIMITATION OF LIABILITY

A. Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this Contract, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.

B. Each Party's liability to the other Party for failure to perform its obligations under this Contract shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

C. Notwithstanding any other provision of the Contract or this Section 11. with respect to the Company's duties or performance or lack of performance under this Contract, the Company's liability to the Subscriber Organization shall be limited as set forth in the Company's rate book and terms and conditions for electric service, which shall not be affected by the terms of this Contract. There are no third-party beneficiaries of any Company duty under this Contract other than the Company's duty to Subscribers to issue Bill Credits as set forth in this Contract, and the duty to a financing party under Section 10.C. of this Contract.

D. Indemnification of Company Against Third Party Claims. Subscriber Organization shall indemnify, defend, and hold harmless Company, its successors, permitted assigns, affiliates, controlling persons, directors, officers, employees, agents, contractors, subcontractors and the employees of any of them (collectively referred to as an "Indemnified Company Party"), from and against any Losses suffered, incurred or sustained by any Indemnified Company Party due to any Claim (whether or not well founded, meritorious or unmeritorious) by a third party not controlled by, or under common ownership and/or control with, Company relating to (i) the Subscriber Agreement between Subscriber Organization and its Subscribers or (ii) Subscriber Organization's development, permitting, construction, ownership, operation and/or maintenance of the CBRE Facility.

12. DISPUTE RESOLUTION.

A. Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

B. If a dispute arises under this Contract between the Parties which cannot be resolved by the Parties within thirty (30) Days after written notice of the dispute to the other Party, then the Parties shall mediate the dispute with the CBRE IO for resolution, which shall be non-binding upon the Parties.

C. If the Parties still cannot resolve the dispute even after mediation with the CBRE IO, either Party may refer the dispute for resolution to the PUC, which shall maintain continuing jurisdiction over this Contract.

13. **ENVIRONMENTAL CREDITS**. Included in the purchase and sale of renewable energy are all of the Environmental Credits associated with the renewable energy. Company will not reimburse Subscriber Organization for any taxes or fees imposed on Subscriber Organization including, but not limited to, State of Hawai‘i general excise tax. To the extent not prohibited by law, Company shall have the sole and exclusive right to use the renewable energy purchased hereunder to meet RPS and any Environmental Credit shall be the property of Company; provided, however, that such Environmental Credits shall be to the benefit of Company's ratepayers in that the value must be credited "above the line." Subscriber Organization shall use all commercially reasonable efforts to ensure such Environmental Credits are vested in Company, and shall execute all documents, including, but not limited to, documents transferring such Environmental Credits, without further compensation; provided, however, that Company agrees to pay for all reasonable costs associated with such efforts and/or documentation.

14. REPRESENTATIONS AND WARRANTIES.

A. Company and Subscriber Organization represent and warrant, respectively, that:

(1) Each respective Party has all necessary right, power and authority to execute, deliver and perform this Contract.

(2) The execution, delivery and performance of this Contract by each respective Party will not result in a violation of any Laws, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which such Party is also a party or by which it is bound. No consent of any person or entity not a Party to this Contract, other than governmental agencies whose approval is necessary for construction of the CBRE Facility and interconnection facilities, is required for such execution, delivery and performance by either Party.

B. Subscriber Organization represents, warrants and covenants that:

(1) Subscriber Organization has obtained all Land Rights necessary for the construction, ownership, operation and maintenance of the CBRE Facility during the Term, and Subscriber Organization shall maintain such Land Rights in effect throughout the Term.

(2) As of the commencement of construction, Subscriber Organization shall have obtained all permits or approvals from any applicable governmental agency necessary for the construction, ownership, operation and maintenance of the CBRE Facility and all interconnection facilities.

(3) Subscriber Organization warrants that the CBRE Facility complies with all applicable federal and state Laws, including but not limited to (a) all applicable securities Laws and shall continue to be in compliance for the duration of the Term; (b) complies with all applicable Laws concerning the dissemination of personally identifiable information, and shall continue to be in compliance for the longer of (i) the Term and (ii) for as long as Subscriber Organization continues to hold or otherwise have access to any personally identifiable information of Subscribers or customers of Company; (c) complies with all applicable Laws concerning consumer protection, and shall continue to be in compliance for the duration of the Term; (d) complies with all applicable Laws and regulations concerning renewable energy grid interconnections, and shall continue to be in compliance for the duration of the Term.

15. MISCELLANEOUS. The "Miscellaneous" provisions set forth in Section 21 of the Interconnection Agreement between the Parties addressing the following issues are incorporated into this Contract and are fully applicable to this Contract as if set forth in full herein. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Agreement," this shall mean this Contract for purposes of the Contract.

- Governing Law and Regulatory Authority.
- Amendment; Modification or Waiver.
- Notices.
- Assignment.
- Binding Effect

- Relationship of Parties
- Force Majeure
- Non-Warranty
- Confidential Information
- Execution of Agreement; Multiple Counterparts

16. TERM and TERMINATION. The Term shall be the same as for the Interconnection Agreement applicable to the CBRE Facility, and each shall begin when signed by the Parties and end twenty (20) years after the Commercial Operations Date unless otherwise provided for in this Contract. In the event of termination, or early termination of this Contract, applicable provisions shall continue in effect after termination to the extent necessary to enforce and complete the duties, obligations or responsibilities of the Parties arising prior to termination and, as applicable, to provide for final billings and adjustments related to the period prior to termination, repayment of any money due and owing to either Party pursuant to this Contract. The Parties acknowledge that this Contract and the Interconnection Agreement are interdependent agreements and one cannot continue if the other is terminated. Provisions in this Contract permit Company to terminate this Contract and provisions in the Interconnection Agreement permit Company and/or Subscriber Organization to terminate the Interconnection Agreement. Accordingly, if either agreement is terminated pursuant to its terms, the other agreement will likewise be terminated, subject to the provisions, terms and conditions of such agreement, including, by way of example, the first sentence of this section.

17. SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives. This Contract is effective as of the Effective Date set forth above.

[Subscriber Organization]	[Hawaiian Electric Company, Inc. Hawai‘i Electric Light Company, Inc. Maui Electric Company, Limited], a Hawai‘i corporation
By: _____	By: _____
Name: _____	Name: _____
Date: _____	Date: _____

ATTACHMENT A

Schedule of Defined Terms

"Base Load Unit" means a generating unit that is normally on-line twenty-four (24) hours a Day. This includes any unit that is scheduled to be on-line continuously for a given Day because a unit which is normally a Base Load Unit is on maintenance or otherwise temporarily out of service.

"BESS" means the battery energy storage system that is a portion of the CBRE Facility used to facilitate the storing of renewable energy and the charging of renewable energy from RE System, and the discharging of renewable energy to, the Company System, as described in Attachment A to the Interconnection Agreement. **[DRAFTING NOTE: REMOVE IF PROJECT DOES NOT INCLUDE BESS]**

"Bill Credit" shall mean the dollar amount credited by the Company to each Subscriber on the Subscriber's retail electric service bill, which represents the Subscriber's beneficial share of renewable energy produced by the CBRE Facility and exported to the Company, and offsetting Subscriber's current renewable energy usage on such service bill.

"Bill Credit Rate" shall mean the then current applicable "Credit Rate" as determined by the CBRE Tariff. The CBRE Tariff prescribes a specific Credit Rate in the event that CBRE Small Project Phase 2 Capacity (as defined in the CBRE Tariff) is not filled for any island and a competitive credit rate procurement ("CCRP") mechanism to set the Credit Rate if there are more applications for CBRE Small Project Phase 2 Capacity than is available for any island.

"Business Day" means any Day that is not a Saturday, a Sunday, or a federal or Hawai‘i state holiday.

"CBRE Facility" shall mean the facility that produces the renewable energy that is the subject of this Contract and includes all equipment, improvements, infrastructure and other tangible assets necessary to connect to the Production Meter and all contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the RE System **[and BESS]** for the Term.

"CBRE Framework" means the Phase 1 CBRE Framework, as amended and supplemented by the Phase 2 CBRE Framework.

"CBRE IO" means the Independent Observer contracted with the Company but answering to the PUC to carry out the responsibilities assigned to the Independent Observer under the Phase 2 CBRE Framework.

"CBRE Online Portal" is the interactive, internet website-based interface maintained by or on behalf of the Company through which the Subscriber Organization may establish qualifications, provide information and complete documents necessary for acceptance in the CBRE Program, and may enter or change the Monthly Subscription Information reflecting updated information for each Subscriber, including any changes to any Subscriber's name, account number, address, and Subscriber Allocation. For Phase One of the CBRE Program, the CBRE Online Portal will be a manually administered application form-based process managed by Company until the CBRE Online Portal is online and ready for commercial operation. The CBRE Online Portal should be completed in time for the commencement of Phase Two of the CBRE Program.

"CBRE Tariff" means the Hawai'i Community-Based Renewable Energy tariff approved by the PUC as Tariff Rule 29, on _____, based on the PUC's Phase 2 CBRE Framework.

"Commercial Operations": The CBRE Facility shall be considered to have achieved Commercial Operations on the first Day of the calendar month following the date on which all of the following conditions have been satisfied: (a) Subscriber Organization has completed construction of the CBRE Facility in accordance with the requirements set forth in the Interconnection Agreement; (b) Company testing of the RE System **[and BESS]** has taken place and the Company has determined the RE System **[and BESS]** to be fully operational, and (c) Subscriber Organization has completed all other Interconnection Agreement requirements and processes and (d) Subscriber Organization has provided Company with written notice that Subscriber Organization is ready to declare the Commercial Operations Date.

"Commercial Operations Date" shall mean the date on which the CBRE Facility first achieves Commercial Operations.

"Company System" means the electric system owned and operated by Company (to include any non-utility owned facilities) consisting of power plants, transmission and distribution lines, and related equipment for the production and delivery of electric power to the public.

"Company System Operator": Authorized representative of Company responsible for Company dispatch and curtailment of renewable energy generation interconnected to the Company System.

"Curtailed Energy": An estimate of possible CBRE Facility production during periods that output is restricted due to a Curtailment Event.

"Curtailment Event" means the temporary curtailment, interruption or reduction of deliveries of electric energy from the Facility initiated by Company as a result of circumstances described in Sections 1.A and 1.C of Attachment B (Curtailment Block) of this Contract. A Curtailment Event shall commence at the time the Facility receives the curtailment signal from the Company System Operator and shall end at the time the Facility receives the curtailment control signal from the Company System Operator to end the curtailment.

"Curtailment Report" means the monthly report of Curtailed Energy in the form of Attachment C to this Contract.

"Day" means a calendar day.

"Disclosure Checklist" means the Disclosure Checklist required to be completed by Subscriber Organization with all Subscribers, the form of which is included in the CBRE Tariff.

"Environmental Credits" means any environmental credit, offset, or other benefit allocated, assigned or otherwise awarded by any city, state or federal governmental agency or court, international agency, or non-governmental renewable energy certificate accounting and verification organization to Company or Subscriber Organization based in whole or in part on the fact that the RE System is a non-fossil fuel facility. Such Environmental Credits shall include, without limitation, the non-energy attributes of renewable energy including, but not limited to, any avoided emissions of pollutants to the air, soil, or water such as sulfur dioxide, nitrogen oxides, carbon monoxide, particulate matter, and hazardous air pollutants; any other pollutant that is now or may in the future be regulated under the pollution control laws of the United States; and avoided emissions of carbon dioxide and any other greenhouse gas, along with the renewable energy certificate reporting rights to these avoided emissions, but in all cases shall not mean tax credits.

"Excess Energy Conditions" means an operating condition on the Company System that may occur when Company has more energy available than is required to meet the load on the Company System at any point in time and the generating assets interconnected with the Company System are operating at or near their minimum levels, taking into consideration factors such as the need to maintain system reliability and stability under changing system conditions and configurations, the need for downward regulating reserves, the terms and conditions of power purchase agreements for base-loaded firm capacity or scheduled energy, and the normal minimum loading levels of such units.

"Forced Outage" means an unplanned unit shutdown caused by factors such as automatic or programmed protective trips and operator-initiated trips due to equipment malfunction.

“Good Engineering and Operating Practices” shall have the meaning and meet all requirements set forth in Section 19 of the Interconnection Agreement.

"House Power" shall mean the electricity needed to assist in the operation of the CBRE Facility including system performance monitoring and associated communications, except for energy directly required for the local control and safe operation of the RE System **[and BESS].** It also means other electricity used by the CBRE Facility, such as for perimeter lighting, a visitor's center or any other structures or facilities at the CBRE Facility site.

"Interconnection Agreement" shall mean the Interconnection Agreement required to be executed by the Subscriber Organization concurrently with this Contract.

"Land Rights": All easements, rights of way, licenses, leases, surface use agreements and other interests or rights in real estate.

"Laws": All federal, state and local laws, rules, regulations, orders, ordinances, permit conditions and other governmental actions.

Monthly Subscription Information" shall mean the information stored within the CBRE Online Portal, as timely entered or changed by the Subscriber Organization via the CBRE Online Portal, setting forth the name, account number and service address each Subscriber holding Subscriptions in the CBRE Facility, and the Subscriber Allocation applicable to each such Subscriber's Subscription, reflecting each Subscriber's allocable portion of renewable energy produced by the CBRE Facility during a particular Production Month.

"Pay-As-You-Go" refers to any lease or subscription interest in a CBRE project or its energy output in which a Subscriber does not make any up-front payment (except for fixed administrative or other costs not based on the level of Subscriber's interest) to the Subscriber Organization for Subscriber's interest and instead makes periodic, e.g., monthly, payments to the Subscriber Organization for Subscriber's interest, with such payment to be commensurate with the extent of the Subscriber's interest in the CBRE project. The payment for the Subscriber's interest in the Pay-As-You-Go model does not include other payments that may be necessary from a Subscriber to the Subscriber Organization, such as operations and maintenance, insurance and other cost items that may be specified in the Subscriber Agreement between Subscriber and Subscriber Organization for a particular CBRE project

"Pay-Up-Front" refers to any asset-type interest in a CBRE project or its energy output where the Subscriber is required to make an up-front payment to the Subscriber Organization for Subscriber's interest and thereafter is not required to make further periodic payments to the Subscriber Organization for Subscriber's interest in the CBRE project. The payment for the Subscriber's interest in the Pay-Up-Front model does not include other payments that may be necessary from a Subscriber to the Subscriber Organization, such as operations and maintenance, insurance and other cost items that may be specified in the Subscriber Agreement between Subscriber and Subscriber Organization for a particular CBRE project.

"Phase 1 CBRE Framework" means that certain "Community-Based Renewable Energy – A Program Framework" issued by the PUC and attached as Attachment A to that certain Decision and Order No. 35137, filed December 22, 2017, in Docket No. 2015-0389, portions of which are applicable to Phase 2 of the CBRE Program as specified in the CBRE Tariff.

"Phase 2 CBRE Framework" means that certain Order No. 37070, filed April 9, 2020, in Docket No. 2015-0389. The Phase 2 CBRE Framework provides the basis and framework for Phase 2 of the CBRE Program and is implemented by the CBRE Tariff.

"Point of Interconnection" shall be the point of interconnection as shown on the Single Line Diagram attached as Exhibit A to the Interconnection Agreement.

"Prime Rate" shall mean the current "U.S. Prime Rate" of interest, as published from time to time by The Wall Street Journal in the "Money Rates" section of its Western Edition Newspaper. The Prime Rate shall change without notice with each change in the U.S. Prime Rate reported by The Wall Street Journal, as of the date such change is reported.

"Production Meter" shall mean the meter which will record the renewable energy produced by the CBRE Facility and exported to the Company at the Point of Interconnection and which will be reported on the Subscriber Organization's monthly invoice to the Company.

"Production Month" shall mean the calendar month during which electrical energy is produced by the CBRE Facility and exported to the Company at the Production Meter.

"RE System" shall mean the electrical energy generating portion of the CBRE Facility to be located at the CBRE Facility, together with all materials, equipment systems, structures, features and improvements.

"Subscribed Energy" means renewable energy produced by CBRE Facility that is attributable to the Subscribers' Subscriptions and exported to the Company at the Point of Interconnection on or after the Commercial Operations Date.

"Subscriber" means a retail customer of the Company who owns one or more Subscriptions of a CBRE Facility interconnected with the Company.

“Subscriber Agency Agreement and Consent Form” means the agreement between Subscriber Organization and Subscriber, the form of which is included in the CBRE Tariff.

"Subscriber Allocation" shall mean, for each Subscriber, such Subscriber’s percentage interest in the total nameplate capacity of the RE System, reflecting each Subscriber's allocable portion of renewable energy exported by the CBRE Facility in a particular Production Month.

"Subscriber's Confidential Account Information" consists of the Subscriber's name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Bill Credit(s).

"Subscriber Organization" is identified above and shall mean the organization whose purpose is to operate or otherwise manage the CBRE Facility for its Subscribers.

"Subscriber's Energy Usage Data" refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or renewable energy production attributable to the Subscriber for the service address and account number identified for participation in the CBRE Facility.

"Subscription" or “Subscription Agreement” means the contract between a Subscriber and the Subscriber Organization.

“Substantial Progress” means that on or before the last Day of the 18-month period (including day-for-day extensions) to achieve the Commercial Operations Date, the Subscriber Organization has achieved all of the following: (1) Installed one-hundred percent (100%) of the RE System foundation (including pier, helical screw, ballasts, or similar) to enable mounting of the nameplate capacity as collectively set forth in Interconnection Agreement for the CBRE Facility site; (2) Built, or otherwise has in place, a permanent drivable (road) surface on the parcel or parcels of land associated with the CBRE Facility so that Company on a 24 hour a day, seven days a week, basis can access its equipment, including but not limited to lines, poles, transformers, billing meters, underground facilities and other facilities, but excluding production meters. The drivable road surface needs to be reasonably sufficient to support operation and maintenance vehicles; and (3) Built, or otherwise has in place, a permanent fence surrounding the entirety of the CBRE Facility location**.**

"Term" means the term of this Contract which shall be the same as the Interconnection Agreement applicable to the CBRE Facility, and shall begin when this Contract is signed by the Parties and end twenty (20) years after the Commercial Operations Date unless otherwise provided for in this Contract.

"Unsubscribed Energy" means the renewable energy produced by the CBRE Facility and exported to the Company at Point of Interconnection that is not associated with any Subscriber Subscription and therefore not allocated to a Subscriber.

ATTACHMENT B

CURTAILMENT BLOCK

1. Curtailment.

A. General. Company may require the Subscriber Organization to temporarily curtail, interrupt or reduce deliveries of electric energy when necessary in order for Company to construct, install, maintain, repair, replace, remove, investigate, test or inspect any of its equipment or any part of the Company System including, but not limited to, accommodating the installation and/or acceptance test of non-utility owned facilities to Company System; or if Company determines that such curtailment, interruption or reduction is necessary because of a system emergency, Forced Outage, operating conditions on the Company System; or the inability to accept deliveries of electric energy due to Excess Energy Conditions; or if either the CBRE Facility does not operate in compliance with Good Engineering and Operating Practices or acceptance of electric energy from the Subscriber Organization by Company would require Company to operate the Company System outside of Good Engineering and Operating Practices, which in this case shall include, but not be limited to, excessive system frequency fluctuations or excessive voltage deviations, and any situation that the Company System Operator determines, at his or her sole discretion using Good Engineering and Operating Practices, could place in jeopardy the reliability of the Company System. In the event that Company initiates a Curtailment Event pursuant to this Section 1.A (General), Company shall not be obligated to accept or pay for any electric energy from the Subscriber Organization except for such electric energy that Company notifies the Subscriber Organization that it is able to take during the duration of a Curtailment Event.

B. Reasonable Steps. Company shall take all reasonable steps (such as reducing the output of Base Load Units, including its own Base Load Units, during light loading conditions, taking into consideration factors such as the need to maintain the reliability and stability of the Company System under changing system conditions, forecasted variability of weather conditions and configurations, the need for downward regulating reserves, the terms and conditions of power purchase agreements for firm capacity Base Load Units or scheduled electric energy, and the normal minimum loading levels of such units) to minimize the number and duration of curtailments, interruptions or reductions, subject to and in accordance with Section 2 (Curtailment Methodology) and Section 3 (Curtailment Responsibilities) below.

C. Personnel and System Safety. Notwithstanding any other provisions of this Contract, if at any time Company reasonably determines that the CBRE Facility may endanger Company's personnel, and/or the continued operation of the CBRE Facility may endanger the integrity of the Company System or have an adverse effect on Company's other customers' electric service, Company shall have the right to curtail or disconnect the CBRE Facility from the Company System, as determined in the sole discretion of the Company System Operator. The CBRE Facility shall immediately comply with the dispatch

instruction, which may be initiated through remote control, and shall remain curtailed or disconnected, as the case may be, until such time as Company is satisfied that the condition(s) referred to above have been corrected, and Company shall not be obligated to accept or pay for any electric energy from the Subscriber Organization except for such electric energy as is accepted by Company from the Subscriber Organization during such period. If Company curtails or disconnects the CBRE Facility from the Company System for personnel or system safety reasons, it shall as soon as practicable notify the Subscriber Organization by telephone, and thereafter confirm in writing, the reasons for the curtailment or disconnection.

2. Curtailment Methodology.

A. Pursuant to Sections 1.A (General) and 1.C (Personnel and System Safety) of this Attachment B (Curtailment Block), Company may at times have limited ability to integrate energy produced by the Subscriber Organization into the Company System for engineering and/or operating reasons and may be required to curtail energy deliveries by the Subscriber Organization. When a curtailment control signal is received by the CBRE Facility the corresponding action (e.g., decrease in the CBRE Facility's output) shall be initiated without delay. As conditions warrant, Company System Operator shall end or reduce the curtailment when Company reasonably determines that the reason for the curtailment is no longer in existence.

B. When Company determines that curtailment of energy becomes necessary for reasons other than those directly attributable to the CBRE Facility, curtailments shall be made to the extent possible in reverse chronological order of the chronological seniority dates determined by Company for the power purchase agreements, with deliveries under the power purchase agreements with the most recent chronological seniority date being the first curtailed, and deliveries under the power purchase agreement with the earliest chronological seniority date being the last curtailed. Small generation projects (such as photovoltaic net energy metering projects, feed-in tariff projects, etc.) that are allowed to be installed without curtailment controls will not be curtailed before the CBRE Facility. When Company determines that curtailment of energy becomes necessary for engineering and/or operating reasons that are directly attributable to the CBRE Facility, reverse chronological curtailment order may not apply.

C. The chronological seniority date of the CBRE Facility shall be determined as follows:

(1) Curtailment Block: Eligibility and Inclusion Criteria. The CBRE Facility shall be included in a group of renewable as-available energy projects that Company will, to the extent possible, treat as a single "block" (designated for convenience of reference as "Curtailment Block") for purposes of implementing curtailment in reverse chronological order. All of the renewable energy projects that achieve Commercial Operations and that satisfy the criteria for "small projects" for Phase 2 of the CBRE Program under Order No. 37070 filed on April 9, 2020 in Docket No. 2015-0389 ("Block Eligible Projects") shall be included in the Curtailment Block.

(2) Lead Project and Determination of Curtailment Block Chronological Seniority Date. The Lead Project shall be the first of the aforementioned Block Eligible Projects that achieves "commercial operations" under the Standard Form Contract. The chronological seniority date for the Curtailment Block shall be the "commercial operations date" under the Standard Form Contract for the Lead Project. If the CBRE Facility is the Lead Project, the terms "commercial operations" and "commercial operations date" when used in this Section 2.C(2) (Lead Project and Determination of Curtailment Block Chronological Seniority Date) shall mean respectively, Commercial Operations and the Commercial Operations Date as defined in this Contract.

D. When curtailments are being implemented in reverse chronological order, the Company may implement curtailment of Block Eligible Projects in increments (i.e., some Block Eligible Projects may be curtailed while others are not) in order to manage the impact on the Company System. In such case, the size of such increment, and which Block Eligible Projects to include in such increment, shall be determined by the Company System Operator. Company System Operator shall, to the extent possible, rotate the Block Eligible Projects sequentially after each Curtailment Event with the objective of treating equitably each Block Eligible Project in terms of curtailment.

E. If the CBRE Facility is unable to receive the curtailment signal from the Company System Operator, provision must be made for Subscriber Organization to be able to institute via local controls, within 30 minutes (or such other period as Company accepts in writing) of the verbal directive by the Company System Operator, such raising and lowering of curtailment limits as directed by the Company System Operator.

F. If the direct transfer trip is unavailable, due to loss of communication link, RTU failure, or other event resulting in the loss of the remote control by the Company, provision must be made for the Subscriber Organization to trip the main circuit breaker.

3. Curtailment Responsibilities. In the event that Company initiates a Curtailment Event pursuant to this Contract, Company shall not be obligated to accept any electric energy from Subscriber Organization except for such electric energy that Company notifies Subscriber Organization that it is able to take during the duration of a Curtailment Event. Company shall not be liable to Subscriber Organization for any curtailments unless such curtailment was in violation of this Contract. Subscriber Organization shall not override Company's curtailment.

ATTACHMENT C

MONTHLY CURTAILMENT REPORT

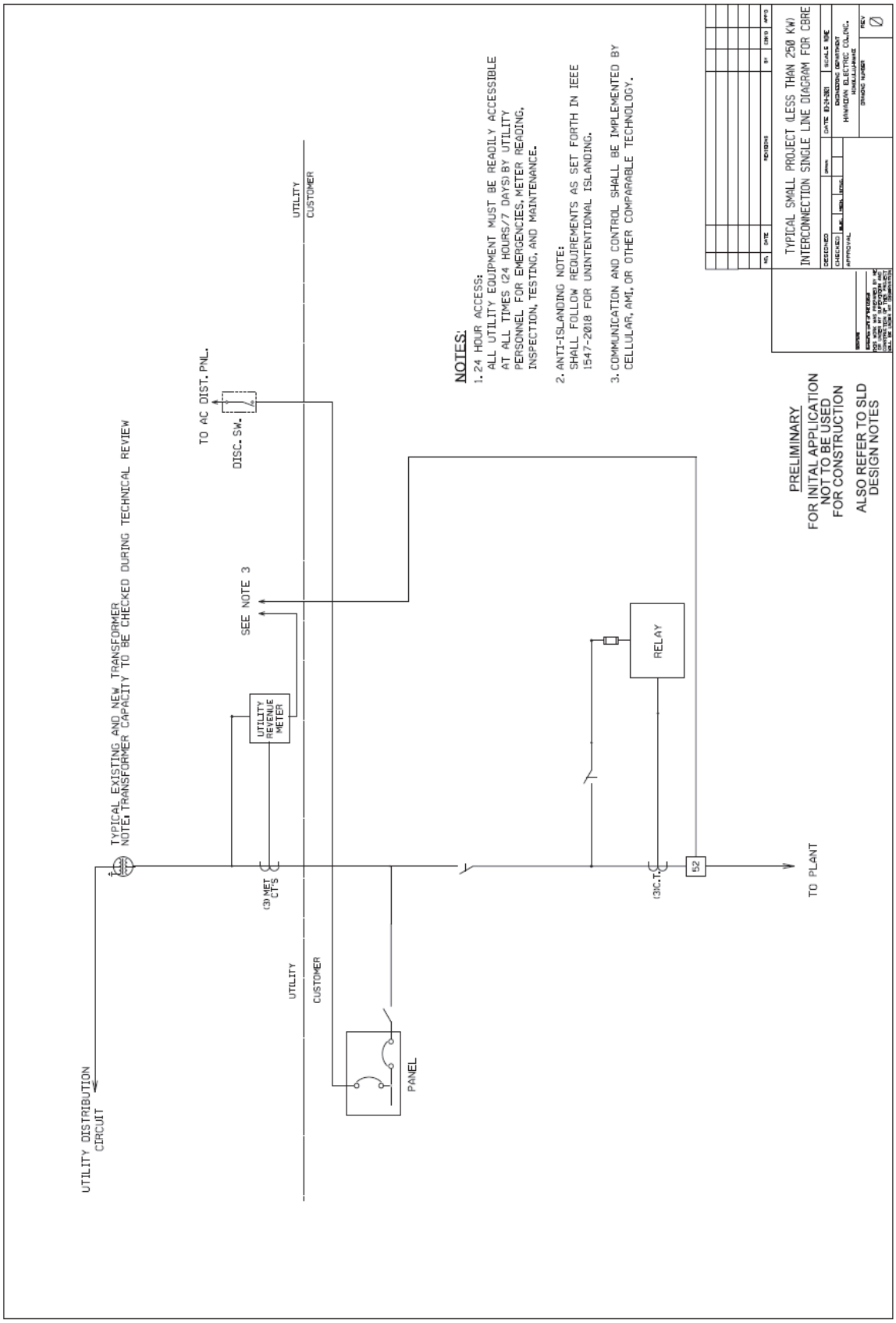
NAME OF CBRE FACILITY / SUBSCRIBER ORGANIZATION: [Facility Name / SO]

REPORT PERIOD: [MM/DD/YEAR] to [MM/DD/YEAR]

Event Date	Start Time	End Time	Reason for Curtailment

APPENDIX V

DISTRIBUTION INTERCONNECT SINGLE LINE DIAGRAM FOR CBRE SMALL PROJECTS



APPENDIX VI

HAWAIIAN ELECTRIC
CBRE PROGRAM PHASE 2

SUBSCRIBER'S VERIFICATION
OF
LOW- TO MODERATE-INCOME INCOME STATUS

I, _____, hereby make this verification from my personal knowledge and information to confirm my eligibility to qualify as a Low- to Moderate-Income ("LMI") customer eligible to participate in the Community Based Renewable Energy ("CBRE") projects for LMI subscribers.

1. I am a customer of [Hawaiian Electric Company, Inc.][Maui Electric Company, Ltd.][Hawaii Electric Light Company, Inc.] with an account for electric service for at least three months. My account number is _____.

2. My place of residence is _____ _____ and my account is associated with this address.

3. I consider my household (the family unit residing at the place of residence identified in item 2) to be of low to moderate income status under any applicable county, state, or federal guidelines known and/or verified by me and accordingly consider myself eligible to participate as a LMI subscriber in CBRE projects ; and

4. I choose to verify my CBRE LMI subscriber eligibility by confirming: [CHOOSE ONE]

☐ I am a recipient or participant in one of the qualifying LMI programs listed below (please specify in item 4 below);

Qualifying Programs:

- Supplemental Nutrition Assistance Program (SNAP)
- Low Income Home Energy Assistance Program (LIHEAP)
- Housing Choice Voucher Program (Section 8)
- Hawaii Med-Quest Program
- Weatherization Assistance Program (WAP)
- Lifeline Support for Affordable Communications (Federal)
- Lifeline Support for Affordable Communications (State)
- Child Care Connection Hawaii
- Preschool Open Doors
- National School Lunch Program (NSLP)
- Community Eligibility Provision (CEP) of the NSLP
- Hawaii Head Start
- Early Head Start
- Supplemental Security Income (SSI)
- Children's Health Insurance Program (CHIP)
- Women, Infants and Children (WIC)
- Temporary Assistance for Needy Families (TANF)
- Temporary Assistance for Other Needy Families (TAONF)
- Hawaii Energy Affordability and Accessibility Program
- Any verified government (Hawaii State or Federal) program providing services to LMI persons or households
- Spectrum Internet Assist Program
- Hawaiian Telcom Internet Kokua Program

- Any verified government (Hawaii State or Federal) or Hawaii non-profit program serving Asset Limited Income Constrained Employed (ALICE)[1] persons or households

Or:

☐ I reside in a zip code identified by Hawaii Energy as qualifying for LMI Status (as such eligibility is defined by Hawaii Energy at the time of this certification) and [Enter zip code of residence if not already identified in item 2 above: _____];

Or:

☐ The combined income of my household qualifies as low- and moderate-income under U.S. Housing and Urban Development (HUD) guidelines.

5. If I checked the first box in item 4 above, the Qualifying Program which I participate in or receive benefits from is: _____. If requested by the Subscriber Organization who is receiving this verification, a copy of the documentation verifying my participation in this program is attached.

6. I understand that this information will be used to confirm my eligibility to qualify as an LMI Subscriber and participate in CBRE program projects with subscriptions available for LMI customers. If I do not qualify as an LMI customer, I understand that I may still participate in other CBRE program projects that are not reserved for LMI customers.

[1] Aloha United Way designation for employed but asset limited or income constrained persons. Certain AUW sponsored or supported programs may target or provide eligibility for participation in programs designed for ALICE designees.

7. I understand that I may be asked to confirm my statements made in this verification to confirm my LMI Subscriber status. I agree to cooperate with the Subscriber Organization and the Hawaiian Electric Companies in this regard.

8. I have made these statements and provided qualifying recipient or program participation documents specified above to the best of my ability and understand them to be true and correct.

DATED: _____.

_____

Print Name: _____

_____

Subscriber Organization Acknowledgment of Receipt

Received by:

_____
Subscriber Organization

By:_____

Print Name: _____

Title: _____

Date: _____

APPENDIX VII

HAWAIIAN ELECTRIC COMPANIES[1]
CBRE PROGRAM PHASE 2

VERIFICATION
TO CONFIRM
LMI ANCHOR TENANT QUALIFICATION

I, _____, am the _____ of _____ (the "Company"), and am duly qualified and authorized to complete this verification.

1. I hereby confirm, for and on behalf of the Company the organization's eligibility to qualify as a Low- to Moderate-Income ("LMI") Anchor Tenant Subscriber eligible to participate in the Community Based Renewable Energy ("CBRE") projects for LMI Subscribers.

2. Company is a customer of the Hawaiian Electric Companies with an account for electric service for at least three months. Company's account number is _____ _____.

3. The address associated with this account is _____ _____.

[1] "Hawaiian Electric Companies" means, individually or collectively, as applicable, Hawaiian Electric Company, Maui Electric Company, Ltd., Hawaii Electric Light Corporation, Inc., each a Hawaii corporation, and its affiliates and agents.

4. If different from the address above, Company's office address is _____ _____.

5. Company is [CHOOSE ONE]:

□ governmental or quasi-governmental agency;

Or:

□ 501(c)(3) non-profit organization

6. If requested by the Subscriber Organization, I have provided verification of Company's statements above to the Subscriber Organization.

7. I understand that this information will be used to confirm Company's eligibility to qualify as an LMI Anchor Tenant Subscriber and participate in CBRE program projects with subscriptions available for only for LMI customers. If Company does not qualify as an LMI Anchor Tenant Subscriber, Company understands that it may still participate in other CBRE program projects that are not reserved for LMI customers.

8. Company understands that it may be asked to confirm the statements made in this verification to confirm Company's LMI Anchor Tenant Subscriber status and that it may be further requested to provide, for inspection and review only, copies of relevant confirming documents to confirm Company's LMI Subscriber status. Company will cooperate with the Subscriber Organization and Hawaiian Electric in this regard.

9. I have made these statements and provided any verifying documents confirming such statements for and on behalf of the Company to the best of my ability and understand them to be true and correct.

Further, Affiant sayeth naught.

_____

Print Name: _____

Date: _____

_____

Subscriber Organization Acknowledgement of Receipt

RECEIVED BY:

_____
Subscriber Organization

By:_____

Print Name: _____

Title: _____

Date: _____

Form: Verification To Confirm
Low- to Moderate-Income Anchor Tenant Qualification
Ver. 08252021

HAWAII ELECTRIC LIGHT COMPANY, INC.

Order No. 37879 filed July 27, 2021, Docket 2015-0389
Transmittal Letter dated August 25, 2021.

APPENDIX VIII

SIMPLIFIED INTERCONNECTION REQUIREMENTS STUDY (IRS) SCOPE AND PROCESS

Island	O`ahu, Maui, Hawai`i Island	
Size	<250kW	
kV of Interconnecting Line	Connecting to 4kV, 12kV	
Technical Reviews	After Completeness Review of Subscriber Organization Application: Initial Technical Review (ITR) If results of ITR identify the need for further analysis: Supplemental Review (SR) SR will determine if an IRS is required and its specific scope – for Small Projects, the scope will be limited to a Simplified IRS	
Hosting Capacity	Available Hosting Capacity on Circuit to Accommodate Project	No Hosting Capacity on Circuit to Accommodate Project
Scope	Secondary System[1] Only: ○ Steady State – Thermal and Voltage Analysis[2] ○ Transformer Loading Analysis[3]	Primary System[4] and/or Secondary System: • Steady State – Thermal and Voltage Analysis[2] • Transformer Loading Analysis[3]
IRS Fee	$2,000 flat fee for the study[5] (Costs of identified mitigation necessary to interconnect the studied Project, if required, are not included)	
Schedule	90 days maximum[6] (Simplified IRS to commence after SO agrees to Simplified IRS terms and pays the IRS Fee)	
Who Performs the IRS	Hawaiian Electric (using information provided by Subscriber Organization in its Application)	
Reference Single Line Diagram	Typical Small Project (Less than 250 kW) Interconnection Single Line Diagram for CBRE (see Rule 29 Appendix XIII)	
Mitigations	Results of the Simplified IRS may identify mitigation measures caused by the Project that will be necessary to interconnect the Project, the costs of which will be the Subscriber Organization's responsibility[7]	

[1] The utility system between the service transformer and the customer meter
[2] Steady state analysis (point in time) focused on thermal and voltage issues, e.g., whether the Project will cause heat issues on the line and/or voltage issues
[3] Transformer load analysis focused on whether the Project, together with the load already on the secondary system, requires an additional or upgraded transformer in order to accept the Project.
[4] The utility system between the service transformer and substation transformer
[5] Quoted Fee for Simplified IRS for CBRE Phase 2 only
[6] Assuming all information in Subscriber Organization's application regarding the Project are complete and no changes to the Project are made by Subscriber Organization
[7] Identified issues not caused by the Project will be mitigated, if necessary to interconnect the Project, at Hawaiian Electric cost as a System Upgrade