RCEA BUNDLED POWER PRODUCTS TERM SHEET

Complete this form to reflect the primary offer terms.

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| **Description of Facility** | A [\_\_\_] MW [renewable energy generation] project.  A [\_\_\_] MW/[\_\_\_] MWh (at \_\_\_ hour discharge) energy storage facility.  A [\_\_\_] MW [renewable energy generation] project, and a [co-located][hybrid] [\_\_\_] MW/[\_\_\_] MWh (at \_\_\_ hour discharge) energy storage facility  located in [\_\_\_\_\_\_\_\_\_] County, in the State of [\_\_\_\_\_\_\_\_\_]. |
| **Pnode Price:** | Generating Facility:  🞎$[\_\_\_\_]/MWh for all Contract Years.  🞎$[\_\_\_\_]/MWh for initial Contract Year, with [\_\_\_\_]% annual escalation in subsequent Contract Years.  Storage Facility:  🞎$[\_\_\_\_]/kW-mo for all Contract Years.  🞎$[\_\_\_\_]/kW-mo for initial Contract Year, with [\_\_\_\_]% annual escalation in subsequent Contract Years. |
| **NP-15** *(TH\_NP15\_GEN-APND)* **Price:** | Generating Facility:  🞎$[\_\_\_\_]/MWh for all Contract Years.  🞎$[\_\_\_\_]/MWh for initial Contract Year, with [\_\_\_\_]% annual escalation in subsequent Contract Years.  Storage Facility:  🞎$[\_\_\_\_]/kW-mo for all Contract Years.  🞎$[\_\_\_\_]/kW-mo for initial Contract Year, with [\_\_\_\_]% annual escalation in subsequent Contract Years. |
| **RA Capacity:** | Buyer is entitled to all project Capacity Attributes. The Net Qualifying Capacity (NQC) of the Facility is [XX] MW (the “**Guaranteed RA Amount**”). |
| **Delivery Term:** | [\_\_\_] Contract Years. |
| **Scheduling Coordinator:** | For offers including delivered energy or full tolling energy storage offers, the Buyer or Buyer’s agent shall act as Scheduling Coordinator (as defined by the CAISO), or “SC,” for the Facility. |
| **Interconnection Point:** | The Facility shall interconnect to [*e.g., XX substation*] (the “**Interconnection Point**”). Seller shall be responsible for all costs of interconnecting the Facility to the Interconnection Point. |
| **Settlement Point:** | The Settlement Point for Pnode settlement shall be [\_\_\_\_\_\_\_\_\_\_]. |
| **Commercial Operation Date (COD):** | The date on which Seller has satisfied the following conditions:  (a) 100% of the generation/storage equipment needed to acheive the capacity specified in the Description of the Facility has been installed and Commissioned;  (b) the Project systems (other than the generation/storage equipment) have been completed in all material respects and Seller has commenced delivering energy related to Buyer’s Capacity to the Interconnection Point in accordance with prudent industry practices; and  (c) the Seller has delivered to Buyer a notice confirming that clauses (a) and (b) of this definition of Commercial Operation have been satisfied (“***COD Notice***”).  “***Commissioned***” shall mean, as to each discrete generator included in the generation equipment, the performance of the start-up, commissioning and testing activities identified in the manufacturer’s commissioning completion checklist. In addition to meeting the capacity test in order to reach Commercial Operation, the Storage Facility will be required to demonstrate required capabilities in roundtrip efficiency, charge and discharge ramp rate, system latency, frequency response and ancillary services. |
| **Guaranteed Construction Start Date:** | The “**Guaranteed Construction Start Date**” means the following date [\_\_\_\_\_\_\_], subject to extensions on a day-for-day basis due to Force Majeure or delays caused by transmission provider (e.g., the CAISO) or transmission owner (e.g., PG&E) that are outside of the reasonable control of Seller. Such day-for-day extensions, including for Force Majeure, shall be no longer than one-hundred twenty (120) days on a cumulative basis. For clarity, these permitted extensions extend both the Guaranteed Construction Start Date and the Guaranteed COD simultaneously.  In the event that Seller fails to achieve the Guaranteed Construction Start Date, Seller shall pay delay damages to Buyer, (the “**Daily Delay Damages**”) for each day of delay, in the amount of the Development Security divided by 120. 95% of the Daily Delay Damages shall be refundable to Seller if, and only if, Seller achieves COD on or before the Guaranteed COD.  Failure to achieve Guaranteed Construction Start within 180 days of the Guaranteed Construction Start Date shall constitute an Event of Default, and Buyer shall have the right, in its sole discretion, to terminate the Power Purchase Agreement (“PPA”) and retain the Development Security. |
| **Guaranteed Commercial Operation Date (Guaranteed COD):** | The COD described in Seller’s proposal may be extended on a day-for-day basis only for delays caused by events of Force Majeure, for interconnection delays not due to fault of Seller and Buyer’s default (“Guaranteed COD”).  Extensions of the Guaranteed COD for events of Force Majeure and interconnection delays shall not exceed one hundred and twenty (120) days after the Guaranteed COD.  If the Seller does not achieve COD by the Guaranteed COD, Seller shall pay delay damages to Buyer (“COD Delay Damages”) for each day of delay, in the amount of the Development Security divided by 60, until Seller achieves COD.  Failure to achieve COD within 60 days of the Guaranteed COD shall constitute an Event of Default, and Buyer shall have the right, in its sole discretion, to terminate the PPA and retain the Development Security. For clarity, Buyer’s right to terminate the PPA and retain the Development Security shall come into effect no later than 180 days after the COD described in Seller’s proposal. |
| **Interconnection Agreement Delay Damages:** | If Seller fails to achieve a completed interconnection agreement with the applicable distribution or transmission owner by the following date [\_\_\_\_\_\_\_\_\_\_] Seller shall pay liquidated damages in the form of Interconnection Agreement Delay Damages to Buyer in an amount equal to the Interconnection Agreement Delay Damage Rate shown below.  Buyer shall have the right to draw down the posted Development Security as a means of collecting the Interconnection Agreement Delay Damages. If Seller incurs Interconnection Agreement Delay Damages but achieves the Commercial Operation Date shown above, Buyer shall then refund 95% of any previously collected Interconnection Agreement Delay Damages.  The Interconnection Agreement Delay Damage Rate shall equal:  $300/MW/Day for the Generating Project and  $400/MW/Day for the Storage Project. |
| **Environmental Attributes:** | Buyer’s Environmental Attributes will include all of the Renewable Energy Credits (“***RECs***”) generated by each Project.  Seller shall establish and maintain an account with the Applicable REC Registry and cause automatic and timely transfer of all project RECs to Buyer’s account to occur on a monthly basis in accordance with the REC creation schedule (forward certificate transfers or comparable mechanism).  “***Applicable REC Registry***” means WREGIS.  If other Environmental Attributes (other than RECs as defined herein) can be generated by a Project during the Term and delivery or monetization of such other Environmental Attributes is permitted by (and capable of being implemented pursuant to) by law, upon Buyer’s election, Seller will use commercially reasonable efforts to deliver or monetize the benefits of the Environmental Attributes on Buyer’s behalf. Delivery or monetization of such other Environmental Attributes shall not (A) require Seller to make material modifications to the Project (or the design thereof) or material upgrades or other material modifications to any interconnection or transmission facilities (other than those for which Buyer has agreed to fund) or (B) require Seller to reduce (or restrict Seller’s flexibility in offering, bidding, planning and scheduling) the generation of energy from the Project and delivery thereof to the interconnection point or (C) interfere with qualification, offering, bidding, planning, scheduling or other disposition of RECs. |
| **Buyer Performance Assurance:** | Buyer will not provide performance assurance. |
| **Seller Performance Assurance:** | Seller shall post security as follows:  **Development Security** – $60/kW of the Generation Facility Capacity and $90/kW of the Storage Facility Capacity  **Performance Security** – $60/kW of the Generation Facility Capacity and $90/kW of the Storage Facility Capacity  Seller shall deliver the Development Security to Buyer within thirty (30) days of the Effective Date. Development Security shall be in the form of cash or a Letter of Credit.  Seller shall deliver Performance Security to Buyer on or before the Commercial Operation Date.  Within five (5) Business Days following any draw by Buyer on the Performance Security, Seller shall replenish the amount drawn such that the security is restored to the applicable amount. |
| **Generating Facility Availability:** | For renewable energy projects using technologies other than solar – The PPA shall include a mechanical availability guarantee. The guarantee shall be 80% of the annual total generation amounts shown in the Estimated Future Generation tab of the Offer Form submitted with the Seller’s offer, as measured over the most recent two-Contract Year period and referencing the corresponding years in the Estimated Future Generation tab. The availability percentage shall be calculated based on the percentage of time the Project systems are available to deliver Energy from as determined by the Project’s SCADA. For the avoidance of doubt, the Project will be considered available during Excused Hours.  For solar projects – The PPA shall include an annual performance guarantee. The performance guarantee will be 85% of an expected generation quantity during Period Hours. Performance will be measured over a Contract Year period. The Solar Project will be deemed to have performed during Excused Hours.  The parties shall determine if there are any “Availability Damages” by (a) first, multiplying the applicable deficiency (expressed in MWh) by the Fixed Price; and (b) second, multiplying the applicable deficiency (expressed in MWh) by the weighted average of the CAISO Day-Ahead Price at the Trading Hub or P-node for all Settlement Periods during the applicable measurement period. There shall be no Availability Damages if the amount calculated in clause (a) exceeds the amount calculated in clause (b). If the amount calculated in clause (a) is less than the amount calculated in clause (b), then the difference stated as a positive number shall be the Availability Damages. In addition to Availability Damages, Seller shall provide a WREGIS Certified replacement REC of the same vintage generated during the applicable Contract Year (or the monetized value of that credit, if no credits are available for purchase).  “***Excused Hours***” shall mean, with respect to each inverter, each Period Hour or portion thereof, in which such inverter is otherwise physically available to produce energy, but is unable to schedule or deliver energy to the Interconnection Point as a result of any of the following to the extent not specifically caused by or attributable to actions or inactions of Seller (including, without limitation, actions that are inconsistent with Seller’s obligations under the CAISO business practice manuals and other protocols, Prudent Industry Practices, the Interconnection Agreement or the PPA): (1) CAISO or transmission owner curtailment order or System Emergency, (2) Buyer’s failure to perform (other than due to a breach by Seller of its obligations under the Agreement), (3) events of Force Majeure, and (4) substation maintenance as required by NERC or other Governmental Authority.  “***Period Hours***” means, with respect to any inverter, the daylight periods at the Solar Project expressed in hours (or partial hours at the native resolution of the solar irradiance data) where the planes of array irradiance conditions for the Solar Modules associated with such Inverter are at or above fifty (50) watts per meter squared, as determined by solar irradiance data from the onsite solar meteorological measurement station at the Solar Project nearest to such Solar Modules. |
| **Storage Facility Performance and Monthly Payment:** | For the Storage Facility, the Energy Storage Agreement (“ESA”) shall include the following guarantees:   * Availability Guarantee of 98%. The Storage Facility will be deemed to have performed during Excused Hours * Capacity Guarantee of 100%. * Roundtrip Efficiency Guarantee of [\_\_\_]% with an annual degradation rate of [\_\_\_%].   The Storage Product shall be paid on a monthly basis the Storage Facility Contract Price multiplied by the Contract Capacity, as adjusted for the Storage Capacity Test (as set forth in the ESA), multiplied by the actual roundtrip efficiency, and subject to the Availability Adjustment. |
| **Availability Adjustment** | The Availability Adjustment (“AA”), which is calculated as follows:  (i) If the monthly storage availability is greater than or equal to the Guaranteed Storage Availability, then:  AA = 100%  (ii) If the monthly storage availability is less than the Guaranteed Storage Availability, but greater than or equal to 70%, then:  AA = 100% - [(98% - monthly storage availability) × 2]  (iii) If the monthly storage availability is less than 70%, then:  AA = 0 |
| **RA Failure** | For each calendar month during which the Net Qualifying Capacity of the Facility for such month was less than the Qualifying Capacity of the Facility (“**RA Shortfall Month**”) occurring after the RA Guarantee Date, Seller shall pay to Buyer Liquidated Damages on the difference, expressed in kW, of (i) the maximum Qualifying Capacity of the Facility for such month, minus (ii) the Net Qualifying Capacity of the Facility for such month, including any adjustments for unforced capacity (UCAP) or similar adjustments, however described; provided that Seller may, as an alternative to paying Liquidated Damages, provide Replacement RA in the amount of (X) the Qualifying Capacity of the Generating Facility with respect to such month, minus (Y) the Net Qualifying Capacity of the Generating Facility with respect to such month, provided that any Replacement RA capacity is communicated by Seller to Buyer with Replacement RA product information in a written notice to Buyer at least seventy-five (75) days before the applicable CPUC operating month for the purpose of monthly RA reporting, and further provided that such Replacement RA capacity shall be required to comply with the requirements of D.21-06-035, and in addition, meet the same sub-category attributes if contracted for one of the sub-categories of D.21-06-035, only to the extent required for the Product purchased hereunder to be applied towards Buyer’s compliance with its procurement obligations under D.21-06-035 as confirmed through a decision, resolution, publicly issued guidance document, letter from the CPUC Executive Director, or other communication of approval or confirmation mutually agreed to by the Parties. |
| **Operations & Maintenance:** | Seller shall develop written operating procedures for each Project before the applicable initial delivery date which shall set forth the protocol under which the Parties shall perform their respective obligations under the PPA and ESA. During the Term, each Project shall be operated and maintained by Seller or its designee in accordance with those practices, methods, and acts that are commonly used by a significant portion of the electric generation industry.  During the four-month period of June-September, Seller shall not schedule any non-emergency maintenance that reduces the energy generation capability of the Project(s), unless (i) such outage is required to avoid an emergency or damage to the Project or its Interconnection Facilities, (ii) such maintenance is necessary to maintain equipment warranties or is otherwise required by the equipment manufacturer and cannot be scheduled outside the months of June-September, (iii) such outage is in connection with Force Majeure events, (iv) such outage is required by law, or the requirements of CAISO or the interconnecting utility and/or each other applicable Governmental Authority, or (v) the Parties agree otherwise in writing. |
| **Curtailment:** | Seller will curtail deliveries as directed by Buyer and Buyer will pay Seller for the energy that would have been delivered during the Buyer curtailment period. Buyer shall have unlimited curtailment hours.  Seller will curtail deliveries as directed or required by CAISO or the interconnecting utility. |
| **Invoicing:** | Seller shall provide statement of amounts due within fifteen (15) days after the end of each Settlement Period.  Payment for undisputed amounts shall be due to the applicable party thirty (30) days from the invoice date, with disputed payments subject to the Dispute Resolution process described below. |
| **Costs:** | Any charges of the CAISO and other third-party costs and charges (including the cost of registering the RECs and other attributes) shall be the responsibility of Seller, except as addressed above in the sections regarding “Renewable Energy Credits,” “Buyer’s Environmental Attributes,” and “Additional Products,” and subject to Change in Law. |
| **Market Participation:** | Buyer, or its designee, will act as the Project’s scheduling coordinator for the purpose of bidding and scheduling energy into the market. Seller shall be responsible for all charges associated with bidding and scheduling the energy and ancillary services, including any charges imposed by the CAISO or interconnecting utility, subject to Change in Law provisions. |
| **Additional Products:** | Over the Term, new or incremental opportunities may arise for the sale or transfer of additional products from the Project that are not currently known to or contemplated by the Buyer or Seller, including capacity, reactive power, and ancillary services (collectively, “***Additional Products***”). To the extent that the sale or transfer of these Additional Products accruing during the Settlement Term becomes an option, either Party may notify the other regarding their availability. Buyer may request in writing for Seller to use commercially reasonable efforts, at Buyer’s cost, to monetize such Additional Products on behalf of Buyer (“***Buyer’s Written Request***”); provided, that (i) neither the creation, registration, sale or transfer of such Additional Products (A) shall require Seller to make material modifications to the Project (or the design thereof) or material upgrades or other material modifications to any interconnection or transmission facilities (other than those for which Buyer has agreed to fund) or (B) require Seller to reduce the generation of energy from the Project and delivery thereof to the interconnection point (or restrict Seller’s flexibility in offering, bidding, planning and scheduling such energy) or (C) interfere with qualification, offering, bidding, planning, scheduling or other disposition of Environmental Attributes; and (ii) the sale or transfer of such Additional Products is permitted by (and capable of being implemented pursuant to) law.  If the CPUC adopts a Slice of Day reform, or another similar type of reform that results in a change in the RA capacity product, these additional attributes will not be considered Additional Products. |
| **Facility Development Milestones:** | * [*mm/dd/yyyy*]– Demonstrate site control * [*mm/dd/yyyy*]– Execute Interconnection Agreement * [*mm/dd/yyyy*] – Procure major equipment * [*mm/dd/yyyy*] – Obtain federal and state discretionary permits * [*mm/dd/yyyy*] – Expected Construction Start Date * [*mm/dd/yyyy*] – Guaranteed Construction Start Date * [*mm/dd/yyyy*] – Obtain Full Capacity Deliverability Status * [*mm/dd/yyyy*]– Expected Commercial Operation Date * [*mm/dd/yyyy*]– Guaranteed Commercial Operation Date |
| **Deliverability:** | The Facility will have Full Capacity Deliverability Status by the Commercial Operation Date. |
| **Changes in Law:** | If a Change in Law occurs that Seller reasonably expects will result in Compliance Costs in excess of $[\_\_\_\_] per Project, Seller will provide a notice to Buyer that describes the Change in Law, a calculation of the Compliance Costs that Seller reasonably expects to incur as a result of the Change in Law and reasonable supporting documentation. Seller shall provide such additional information reasonably requested by Buyer. Buyer will have 15 business days to confirm its acceptance of the submittal made by Seller. If not accepted by Buyer, Seller may terminate the PPA at no cost or liability to either Party (except for any liability arising prior to the date of termination). If the PPA or ESA is terminated other than due to a Buyer default thereof, then for a period of one (1) year from the date upon which Seller notifies Buyer of such termination, neither Seller nor its affiliates will enter into an obligation or agreement to sell or otherwise transfer the Energy, RECs or Additional Products from the Project(s) to any third party or via the spot market (other than Interim Transactions), unless Seller first notifies Buyer of the same and Buyer shall have the right of first offer for any proposed sale of such output. on substantially the same terms and conditions as set forth in this Agreement (other than the purchase price, which shall be the price set forth in Buyer’s binding purchase offer). If the Parties do not consummate the transaction within the time period designated in the PPA or ESA, Seller may sell the output of the Project(s) to any third party so long as the price for such output is higher than the price proposed by Buyer. An “***Interim Transaction***” is: (i) a sale of Energy, RECs or Additional Products form the Project in the real time or day ahead market for a term that ends no later than the date that the Parties have completed negotiations of, executed, and delivered, a replacement power PPA pursuant to the above section.  “***Compliance Costs***” means those costs that result from a Change in Law, and that require either a physical change to the Project or changes in the method of operation of the Project, or result in a material increase in the costs that could have been reasonably expected by Seller as of the Effective Date in order to comply with Seller’s obligations under the Agreement with respect to the construction and operation of the Project, and the delivery of Energy, RECs, or Additional Products.  “***Change in Law***” means the adoption, promulgation, taking effect of, implementation, or modification of law by a Governmental Authority after the Effective Date that relates to the registration, valuation, retirement, or transfer of the Product, or that otherwise relates to any performance obligations under the Agreement, that has increased Seller’s costs above the costs that could reasonably have been contemplated as of the Effective Date to take all actions to comply with Seller’s obligations under the Agreement. |
| **Change in Tax Law:** | In the event that as a result of a Change in Tax Law, Seller or the Project becomes eligible for or entitled to any new Tax Benefits or changes to or extensions of existing Tax Benefits, Seller and Buyer shall share such additional Tax Benefit Amount on a 50%/50% basis by making an adjustment to the Contract Price for the remainder of the Delivery Term.  “***Change in Tax Law***” means (a) (i) any change in or amendment to the Code or another applicable federal income tax statute; (ii) any change in, or issuance of, or promulgation of any temporary or final regulations by the U.S. Department of the Treasury that would result in any change to the interpretation of the Tax Code or existing temporary or final regulations promulgated by the U.S. Department of the Treasury; (iii) any IRS guidance published in the Internal Revenue Bulletin and/or Cumulative Bulletin, notice, announcement, revenue ruling, revenue procedure, technical advice memorandum, examination directive or similar authority issued by the IRS Large Business and International division, or any published advice, advisory, or legal memorandum issued by IRS Chief Counsel, that applies, advances or articulates a new or different interpretation or analysis of any provision of the Code, any other applicable federal tax statute or any temporary or final Treasury Regulation promulgated thereunder; or (iv) any change in the interpretation of any of the authorities described in clauses (a)(i) through (iii) by a decision of the U.S. Tax Court, the U.S. Court of Federal Claims, a U.S. District Court, a U.S. Court of Appeals or the U.S. Supreme Court, that applies, advances or articulates a new or different interpretation or analysis of federal income tax law, and (b) in the case of (a)(i) through (iv), such change or new or different interpretation, as applicable, occurs between the Execution Date and before the end of the Congress in session when the Commercial Operation Date occurs.  “***Tax Benefits***” means any state, local and/or federal tax benefit or incentive, including energy credits determined under Section 45 or 48 of the Internal Revenue Code of 1986, as amended, investment tax credits, production tax credits, depreciation, amortization, deduction, expense, exemption, preferential rate, and/or other tax benefit or incentive associated with the production of renewable energy and/or the operation of, construction, investments in or ownership of the Project (including any cash payment or grant). |
| **Force Majeure:** | The PPA and ESA will contain customary Force Majeure provisions. No events of Force Majeure may extend beyond 120 days. |
| **Termination for Force Majeure** | If an event of Force Majeure delays or prevent a Party from carrying out, in whole or in part, its obligations under this Agreement for a period of 120 consecutive days or longer (so long as the consecutive days of excused performance are continuing), then either Party may terminate this Agreement without liability of either Party arising out of such termination, except liability that arose prior to the date of termination, upon at least 30 days written notice; provided, that if the applicable Force Majeure event is cured within the applicable 30-day notice period, the applicable termination right shall expire at the time of such cure. |
| **Dispute Resolution** | In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement any Party may deliver to the other Parties notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a “Dispute Notice”). The senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the thirty (30) day period following receipt of the Dispute Notice in good faith negotiations to resolve the Dispute to the satisfaction of each Party. In the event a Dispute is not resolved by the expiration of the thirty (30) day period, then a Party may pursue any legal remedy available to it in accordance with this Agreement. |
| **Applicable Law** | California |
| **Assignment:** | Except with respect to collateral assignment to support a financing by Seller of the Facility and assignment to an affiliate, prior written consent of the non-assigning party shall be required for assignment of any interest in the PPA including a change of control. |
| **Events of Default:** | The PPA and ESA will provide for the following events of defaults, with cure periods to be negotiated by the Parties: (a) failure to pay, (b) breach of material obligation, (c) breach of representation or warranty, (d) failure to meet performance assurance requirements, (e) bankruptcy, (f) unauthorized assignment, and (g) with respect to Seller, (i) the average *availability -- for a renewable energy project using technology other than solar; or performance – for a solar or storage facility*] as measured over two consecutive contract years is less than 70% for the Generating Facility and 75% for the Storage Facility, (ii) voluntary abandonment of the applicable Facility prior to the Guaranteed Commercial Operation Date, and (iii) government agency determination of irregular REC actions (e.g., retirement or double counting, sale, use or claim). |
| **Termination Damages:** | With respect to a termination of the PPA or ESA by a Non-Defaulting Party upon an Event of Default, the Non-Defaulting Party will be entitled to its Termination Damages. The PPA or ESA shall define Termination Damages to mean, with respect to a termination of the PPA or ESA by a Non-Defaulting Party, the amount equal to (a) the difference (positive or negative) to such Non- Defaulting Party between the present value of the payments to be made and received under the PPA or ESA (less the costs and expenses to be incurred in performing the PPA or ESA) during the remaining term of the PPA or ESA and the present value of the payments to be made and received (less the costs and expenses to be incurred) under transaction(s) replacing the PPA or ESA, plus (b) reasonable attorneys’ fees and expenses, brokerage fees and commissions and other third-party transaction costs and expenses to be reasonably incurred by the Non-Defaulting Party in enforcing the PPA or ESA, terminating any arrangement pursuant to which it has hedged its obligations under the PPA or ESA, or entering into transaction(s) replacing the PPA or ESA, and other reasonable incremental costs and expenses to be reasonably incurred by the Non-Defaulting Party in connection with the termination or enforcement of the PPA or ESA and any other reasonable incremental costs and expenses to be reasonably incurred by such Non-Defaulting Party in connection with the termination of the PPA or ESA and/or in entering into transaction(s) replacing the PPA or ESA; provided, however, that, if the foregoing amount is negative, the Termination Damages shall be deemed to be zero. |